

Corrigendum Document
on
Empanelment of Consultancy Firms for Government of
Chhattisgarh for a period of 3 years



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

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Corrigendum Reference Number:

29/CEO/CHiPS/Empanelment/2017/Corrig1

Date 12th January, 2017

Tender Reference Number:

29/CEO/CHiPS/Empanelment/2016

Project Name:

Empanelment of Consultancy Firms for Government of Chhattisgarh for a period of 3 years

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
1	4.6.4 Technical Evaluation Criteria/ Sl. No. 2/ page 23	Past Experience of the bidder	We request you to kindly confirm if a single assignment, which meets RFP requirements for multiple sectors, can be considered for multiple categories of sectors	Can be considered
2	4.6.4 Technical Evaluation Criteria/ Sl. No. 2/ point a./ page 23	Identification of leading Technologies for use in solution design experience	We request you to kindly elaborate the coverage of leading Technologies for use in solution design experience for this RFP purpose	As per RFP
3	4.6.4 Technical Evaluation Criteria/ Sl. No. 2/ point g./ page 25	General Service sector experience	We request you to kindly elaborate the coverage of General Service sector experience for this RFP purpose	As per RFP
4	4.6.4 Technical Evaluation Criteria/ Sl. No. 2/ point j./ page 26	Local experience	We request you to kindly confirm if we need to provide assignments executed in Chhattisgarh, MP, UP, Maharashtra, Gujarat, Rajasthan, etc. for this RFP purpose	Assignment executed in Chhattisgarh will be considered for this criteria in the RFP
5	4.6.4 Technical Evaluation Criteria/ page 29	Resource requirements and break up of marks for Adequacy and Quality of Resources Pool)	We request you to kindly confirm if a single resource, who meets the RFP requirements for multiple domains, can be considered for multiple categories of domains	Can be considered

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6	4.6.4 Technical Evaluation Criteria/ page 38	4.6.5 Grouping of 20 Domains	Request you to kindly clarify the purpose and relevance of this grouping for this RFP purpose and also how this has to be taken into consideration while making the proposal	The proposal needs to be submitted taking into consideration these logical groups. Kindly refer the commercial bid format for the same.
7	4.6.4 Technical Evaluation Criteria/ page 23	<p>Organization capability - Turnover</p> <p>Turnover from Consultancy services in India more than ₹500 crores in each of the last three years. Additional 1 marks for each ₹ 50 crores up to maximum 5 marks (Total 10 marks)</p>	We request you to kindly confirm that for marking purpose on turnover, the turnover of the last FY i.e. for 2015-16 shall be taken into consideration. Else please elaborate as to how the marking would be done for each of the 3 years.	Please read the corrigendum below.
8	1 FACT SHEET/ Point 20/ page 7 & 4.6.4 Technical Evaluation Criteria/ Resource requirements and break up of marks for „Adequacy and Quality of Resources Pool)/ point 10/ page 33	Consortium or JV - Not permitted	As per RFP, we understand that resources with Law and Legislative Affairs (Legal Services) background are also required. In this regard, we request you to kindly allow Consultants to tie up with law firms for Legal Services. As a Management Consultancy firm, we cannot provide Legal Services.	As per RFP

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9	1 FACT SHEET/ Point 8/ page 7	Last Date for Submission of Bid - Friday 16/12/2016 up to 03:00 P.M.	As per the RFP, the last date for publishing the response to pre-bid queries was 06/12/2016. We are still awaiting for publication of the response to the pre-bid queries on the website (http://www.chips.gov.in/tenders). We request you to kindly send us 'response to the pre-bid queries'/ corrigendum to the RFP as and when you finalise and upload it. Post publishing the 'response to the pre-bid queries'/ corrigendum to the RFP, we request you kindly give at least 2 weeks' time to submit the proposal.	Please refer corrigendum below.
10	4.4.3 Earnest Money Deposit (EMD)/ page 19	b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful.	We understand that EMD for the successful bidder shall be returned back. Request you to kindly confirm.	For successful bidder, EMD shall be returned after PBG submission.
11	4.15 Confidentiality/ page 44	The obligations of confidentiality under this section shall survive for three (3) years post rejection of the contract.	Request you to kindly clarify about the word "rejection". Perhaps it should be "completion". Further, request you to kindly change this clause as under: The obligations of confidentiality under this section shall survive for six (6) months post expiry of the contract.	Please read this as " The obligations of confidentiality under this section shall survive for (3) years post expiry of the contract."

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12	4.18.1 Termination Clause/ page 45	i) Right to Terminate the Process CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-	On the ground of equality, we request you to kindly provide similar clauses to Consultants also. Request you to kindly add the following clause: The Consultant may suspend or terminate the Contract, by giving a notice of not less than 30 days in case Client does not make the payment to Consultant or does not adhere to the arbitration judgement.	As per RFP
13	4.18.1 Termination Clause/ page 45 i) Right to Terminate the Process	If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.	We request you to kindly revise this clause as under: The bidder shall pay to the CHiPS as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each month of delay or part thereof if the delay is solely attributable to the bidder. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total Job value.	Query does not pertain to the right section of the RFP. Hence as per RFP.
14	4.18.1 Termination Clause/ page 45 i) Right to Terminate the Process	CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-	Also we request you to kindly revise the this clause as under: Due to the reasons solely attributable to the Consultants, 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
15	4.19 Limitation of Liability/ page 47	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.	We request you to kindly revise the this clause as under: The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the respective job value	Please read as “The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall

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			under the Empanelment.	not exceed the respective work order value”
16	4.20 Right of Monitoring, Inspection and Periodic Audit/ page 47	The CHiPS shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS / any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may	We request you to kindly limit these visits to our project office and audit the project related documents under this empanelment.	As per RFP
17	4.22 Indemnity/ page 48	The indemnity shall be to the extent of 100% of project cost in favor of the CHiPS.	Request you to kindly clarify whether this is 100% of project cost of each job under this empanelment.	Please read as “The indemnity shall be to the extent of 100% of work order value in favor of the CHiPS”.

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
18	4.25 Liquidated Damages/ page 51	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).	We request you to kindly revise this clause as under: The bidder shall pay to the CHiPS as Liquidated Damages a sum of half percent (0.5%) of the total job value for each week of delay or part thereof if the delay is solely attributable to the bidder. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total job value.	As per RFP

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19	4.41 Changes to Services/ page 57	Either Party may request a change order (—Change Order) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. Wipro will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.	Request you to kindly clarify as to why Wipro will prepare the Change Order.	Please read as "Either Party may request a change order (—Change Order) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. Successful bidder shall prepare Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.
20	Page No-14 Clause No.4.43 Eligibility Criteria	The bids must be complete in all respect and must comply with all terms and conditions stipulated in this document	Bidder requests modification: - The bids must be complete in all respect <u>and subject to the deviations submitted forming an integral part of the Bid,</u> must comply with the all terms and conditions stipulated in this document.	As per RFP

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21	Page No-14 Clause No.4.43 Eligibility Criteria	Bidder should submit of the following: i. Project Completion Certification from the client in case of completed projects or Self certification for completed project ii. Agreement/ PO / Work Order issued by client. iii. Phase Completion/ Ongoing Certificate from the client or Self certification authorized signatory	Bidder requests modification: - Bidder should submit ANY of the following: i. Project Completion Certification from the client in case of completed projects or Self certification for completed project ii. Agreement/ PO / Work Order issued by client. iii. Phase Completion/ Ongoing Certificate from the client or Self certification authorized signatory	As per RFP
22	Page No-21 Clause No.4.43 Eligibility Criteria	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.	Bidder requests modification: - 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, <u>despite deviations being adequately considered by CHiPS,</u> to sign the contract in accordance with this TENDER.	As per RFP

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23	Page No-21 Clause No.4.43 Eligibility Criteria	<p>All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-</p> <ul style="list-style-type: none"> i. Soft copies of supporting documents to be submitted on online portal however CHiPS may request for hard copies in quality print as and when required. ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted. iii. Completion certificate should clearly indicate the value and duration of the project. iv. Incomplete order copy submitted by the bidder will not be considered for evaluation. v. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation. <p>Bidders failing to comply any of the above then the Bid will be summarily rejected.</p>	<p>Bidder requests modification: -</p> <p>All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-</p> <ul style="list-style-type: none"> i. Soft copies of supporting documents to be submitted on online portal however CHiPS may request for hard copies in quality print as and when required. ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted. iii. Completion certificate should clearly indicate the value and duration of the project. iv. In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted). v. Incomplete order copy submitted by the bidder will not be considered for evaluation. vi. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation. <p>Bidders failing to comply any of the above then the Bid will be summarily rejected.</p>	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
24	Page no 40	1) Of the financial bids opened, lowest financial quote for each category will be considered as L1 for the respective domain. All the other technically qualified bidders (T1 to T4) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1) in each category.	Bidder requests modification: - 1) Of the financial bids opened, lowest financial quote for each category will be considered as L1 for the respective domain. All the other technically qualified bidders (T1 to T4) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1) in each category.	As per RFP
25	Page no 41 Clause No 4.4.17 v	i. After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS.	Bidder requests modification: - v. After acceptance of LoI signing the contract with CHiPS, Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS	As per RFP
26	Page no 41 Clause No 4.15	The obligations of confidentiality under this section shall survive rejection of the contract.	Bidder requests modification: - • The obligations of confidentiality under this section shall survive for two (2) years post rejection of the contract.	Please read this as " The obligations of confidentiality under this section shall survive for (3) years post expiry of the contract."

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27	Page no 45 Clause No: 4.18.1	<p>CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-</p> <ul style="list-style-type: none"> • The selected bidder commits a breach of any of the terms and conditions of the bid. • The bidder goes into liquidation, voluntarily or otherwise. • 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 deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price. • 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. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of 	<p>Bidder requests modification: -</p> <p>CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-</p> <ul style="list-style-type: none"> • The selected bidder commits a breach of any material of the terms and conditions of the bid. • The bidder goes into liquidation, voluntarily or otherwise. • If the selected bidder fails to complete the assignment as per the time lines prescribed in the Agreement TENDER provided a cure period of atleast thirty (30) days is provided to the bidder to complete the assignment/rectify any defect. 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 deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price. • 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. However, all such recoveries shall be subject to a maximum of 5% of the value of 	As per RFP

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		<p>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> <ul style="list-style-type: none"> • CHiPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract. 	<p>the difference in cost of procurement of undelivered services.</p> <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> <ul style="list-style-type: none"> • CHiPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract. 	

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28	page no 46 Clause no 4.18	<ul style="list-style-type: none"> • In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract. • Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHiPS under law or otherwise. 	<p>Bidder requests modification: -</p> <ul style="list-style-type: none"> • In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract. • Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHiPS under law or otherwise. <p>In the event of termination by CHiPS owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. services rendered 2. work in progress 3. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
29	Failure to Agree with Terms and Conditions	Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.	Bidder requests modification: - Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.	As per RFP
30	Limitation of Liability Page Number 48 Clause Number	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.	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. <u>Notwithstanding anything to the contrary contained elsewhere in the contract, neither party shall be liable for any indirect or consequential losses.</u>	Please read as “The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the respective work order value”

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
31	Right to Audit Page Number 48 Clause Number	<p>The CHiPS shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS / any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may have, issue a notice of default.</p>	<p>Bidder requests modification: -</p> <p>The CHiPS shall also have the right to conduct, <u>on giving a prior notice of at least thirty (30) days,</u> either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS / any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may have, issue a notice of default.</p> <p><u>It stands clarified that all documents related to pricing, strategy etc. concerning project documentation shall be excluded from the ambit of the audit.</u></p>	As per RFP

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32	Indemnity Page Number Clause Number	<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 project cost in favour of the CHiPS.</p>	<p>Bidder requests modification: -</p> <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 third party costs, losses, damages, expenses, claims including those from third parties owing to 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 project cost in favour of the CHiPS.</p>	As per RFP
33	Payment Milestones	<p>The successful bidder shall submit monthly invoices as per the actual resource deployment. The Purchaser shall release the requisite payment within 30 days of receipt of valid invoice</p>	<p>The successful bidder shall submit monthly invoices as per the actual resource deployment. The Purchaser shall release the requisite payment within 3015 days of receipt of valid invoice. If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.</p>	As per RFP

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34	Liquidated Damages Page Number Clause Number	<p>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).</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 work or from any other obligations and liabilities under the Contract.</p>	<p>Bidder requests modification: -</p> <p>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 value of delayed deliverables project cost from the Selected Bidder, as Liquidated Damages (LD).</p> <p><i>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 work or from any other obligations and liabilities under the Contract.</i></p>	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
35	No Claim Certificate Page Number Clause Number	The Selected Bidder shall not be entitled to make any claim, whatsoever against CHiPS, under or by virtue of or arising out of, the contract, nor shall CHiPS entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of CHiPS in such form as shall be required by it after the work is finally accepted.	Bidder requests modification: - The Selected Bidder shall not be entitled to make any claim, whatsoever against CHiPS, under or by virtue of or arising out of, the contract, nor shall CHiPS entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of CHiPS in such form as shall be required by it after the work is finally accepted.	As per RFP
36	Taxes & Duties Page Number Clause	Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal. Any upward/downward revision of taxes or applicability of new tax shall be permissible at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates	Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial. The taxes, as applicable, shall be reimbursed by CHiPS to the selected bidder .If there is increase in taxes than the entire incremental part will be borne by the CHIPS. If CHIPS claims exemption from any taxes resulting from this Agreement, then CHIPS will promptly provide Wipro with the relevant documentation to avail of such exemption including required certificates, if any, from the relevant taxing authorities.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
37	Previous Transgression Page Number Clause	1.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any state or in India that could justify BIDDER's exclusion from the tender process.	Bidder requests modification: - 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other government body in India company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any state or in India that could justify BIDDER's exclusion from the tender process.	As per RFP
38	Sanctions for Violations Page Number Clause	1.1.1. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.	Bidder requests modification: - 7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) , as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
39	Sanctions for Violations Page Number Clause	1.1.1. To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.	Bidder requests modification: - 7.1.4. To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.	No such clause exists in the RFP.
40	Sanctions for Violations Page Number Clause	1.1.1. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.	Bidder requests modification: - 7.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
41	Sanctions for Violations Page Number Clause	1.1.1. 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.	Bidder requests modification: - 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.	As per RFP
42	Relationship Disclosure page number Clause	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER	Bidder requests modification: - 7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
43	page Number Clause	1.1.1. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.	Bidder requests modification: - 7.1.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY for the purpose of procuring this Contract , and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.	As per RFP
44	Fall Clause page Number Clause	As per RFP	Request deletion of the clause.	Clause deleted.
45	Annexure IX - Proposal Covering Letter page number Clause	1. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.	Bidder requests modification: - 5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of Bid.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
46	ELIGIBILITY CRITERIA: Bidder Turnover	The bidder's revenue (from Consultancy services) should be more than ₹ 500 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16) Documents Required: Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor	The requested turnover is too high for any consulting organization. Hence request to change the clause as below: The bidder's revenue (from Consultancy services) should be more than ₹ 200 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16) Documents Required: Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor OR Certificate from CA	Please refer the corrigendum below.
47	ELIGIBILITY CRITERIA Bidder Turnover from Government Consulting Services page Number Clause	The bidder's revenue from government Consultancy services should be more than ₹ 50 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16)	Request to change the clause as below: The bidder's revenue from government Consultancy services should be more than ₹ 25 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16) Documents Required: Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor OR Certificate from CA	Please refer the corrigendum below.
48	ELIGIBILITY CRITERIA Bidder Positive Net Worth page Number	Documents Required: Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor	Documents Required: Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor OR Certificate from CA	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
49	ELIGIBILITY CRITERIA Experience and Technical Capability	1) The bidder should have executed/executing at least 2 numbers of large scale Government consulting project as Consultant in India with order value more than ₹5 crore each from Consultancy in last three Financial years (FY13-14, FY 14-15and FY 15-16)	Request to change the clause as below: The bidder should have executed/executing at least 2 numbers of large scale Government consulting project as Consultant in India with order value more than ₹1 crore each from Consultancy in last three Financial years (FY13-14, FY 14-15and FY 15-16)	As per RFP
50	ELIGIBILITY CRITERIA Bidder local Capabilities	The bidder should have completed at least 1 project with Chhattisgarh government of value more than ₹ 50 lakh in last three Financial years (FY13-14, FY 14-15and FY 15-16)	Request you to remove this clause, as this will be limiting larger participation. The bidder should have completed at least 1 project with Chhattisgarh government of value more than ₹ 50 lakh in last three Financial years (FY13-14, FY 14-15and FY 15-16)	As per RFP
51	ELIGIBILITY CRITERIA Bidder Consulting Capacity	1) The bidder must have a team of at least 25 professionals having valid certifications like PMP/Prince-2/ on its payroll AND 2) The bidder must have a team of at least 20 professionals having valid certifications like CISA/ CISSP/ / CISM/ and must have on its payroll	We understand that the empanelment is for Program management work for various department, and experience in Security Auditor, Security Management are not looked for, hence the concerned section in the clause may be deleted. 1) The bidder must have a team of at least 25 professionals having valid certifications like PMP/Prince-2/ on its payroll AND 2) The bidder must have a team of at least 20 professionals having valid certifications like CISA/ CISSP/ / CISM/ and must have on its payroll	Please refer the corrigendum.

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
52	ELIGIBILITY CRITERIA Authorized Representative from Bidder	A power of attorney / Board resolution in the name of the person signing the bid. Documents Required: Original Power of attorney/ Board resolution copy	We request that the copy of power of attorney/ Board resolution copy may be accepted, and the clause may be amended as below: Documents Required: Copy of Power of attorney/ Board resolution copy Also, PoA in any format may be accepted and should not be mandatory to provided in the given format	Please read as below "A power of attorney / Board resolution in the name of the person signing the bid. Documents Required: Original Power of attorney/ Board resolution copy"
53	Technical Evaluation Criteria: 1 (a)	Turnover from Consultancy services in India more than ₹500 crores in each of the last three years. Additional 1 marks for each ₹ 50 crores up to maximum 5 marks	Request to change the clause as below: Turnover from Consultancy services in India more than ₹200 crores in each of the last three years. Additional 1 marks for each ₹ 30 crores up to maximum 5 marks	Please refer the corrigendum below.
54	Technical Evaluation Criteria: 2: Past Experience of the bidder	(For all project categories: a, b, c, d, e, f, g, h, i, j, k, l, m, n) ... in last 3 financial years (FY 2013-14, 2014-15, 2015-16) Forms to be Used: WO/PO and Go Live/Completion Certificate	Request to consider project for last 5 years and consider both completed as well as ongoing projects. Hence the Go Live/Completion Certificate may not be asked, and the documents required may be changed to: ... in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) WO/PO and Go Live/Completion Certificate	As per RFP
55	Technical Evaluation Criteria: 2: Past Experience of the bidder	(For project categories: a, b, c, d) For More than 3 projects – 2 marks For 1 to 2 projects - 1 marks	Request for correction in the text: 3 or more projects – 2 marks For 1 to 2 projects - 1 marks	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
56	Technical Evaluation Criteria: 2: Past Experience of the bidder	(For all project categories: e, f, g, h, i, j, k, l, m, n) For More than 5 projects – 3 marks For 2 to 4 projects - 2 marks	Request to consider revision of number of projects for scoring marks, as below: 3 or more projects – 2 marks For 1 to 2 projects - 1 marks	Please refer the corrigendum below.
57	Technical Evaluation Criteria: 4: Adequacy and Quality of Resources Pool	(Detailed requirement of CVs and their respective marking is given in the table below)	It is understood that for each domain and category, only one CV is desired. Please confirm.	Yes
58	Resource requirements and break up of marks	3. Cybersecurity: • At least certified in either one of the following: ISO 27001 LA or ISO 27001 LI or CISSP or CISA or CISM	Request to remove the mandatory certification requirements for this category: • At least certified in either one of the following: ISO 27001 LA or ISO 27001 LI or CISSP or CISA or CISM	As per RFP
59	Resource requirements and break up of marks	10. Law and Legislative Affairs (Legal Services)	Request to remove this category	As per RFP
60	Resource requirements and break up of marks	11. Aviation	Request to remove this category	As per RFP
61	Savings Clause	Request to add the 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 CHIPS's omissions or actions whatsoever.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
62	Deemed Acceptance	Request to add the Clause	Services and/or deliverables shall be deemed to be fully and finally accepted by CHIPS in the event when CHIPS has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when CHIPS uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	As per RFP
63	Changes to Services	Request to add the Clause	Either Party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. Wipro will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Wipro shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
64	LOL	Request to add the Clause	<p>Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages</p> <p>Subject to the above and notwithstanding anything to the contrary contained herein or elsewhere, the maximum aggregate liability of the Vendor, regardless of the form of claim, shall not exceed the 10% of the value payable to the consultant.</p>	As per RFP
65	Non Hire Clause	Request to add the Clause	<p>Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this</p>	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
			Agreement.	
66	Section 4.6.4, Page 25 of 90, - Infrastructure sector experience - General Service sector experience - Social Service sector experience - Economic Service sector experience	No. of consulting projects undertaken for Category – II: Infrastructure Sector Departments - No. of consulting projects undertaken for Category – III: General Service Sector Departments -No. of consulting projects undertaken Category – IV: Social Service Sector Department - No. of consulting projects undertaken for Category – V: Economic Service Sector Departments	Category - II, III, IV &V is not defined in the RFP, Request you to please elaborate the above listed 4 categories	Please refer the corrigendum below.
67	Section 4.6.6, Page 40 of 90, Evaluation of Financial Bid	Of the financial bids opened, lowest financial quote for each category will be considered as L1 for the respective domain. All the other technically qualified bidders (T1 to T4) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.	Request to modify the clause - if L1 price is 25% lower than the average quote of other bidders, then the L2 price shall be taken instead of L1.	As per RFP
68	Annexure IV: CV, Page 63 of 90	CV Format	Since the bidder has to submit 60 CV's, request you to prescribe a shorter 1 pager format for the CV.	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
69	Annexure II, Page 60 of 90	Declaration for not black listed	Request to modify the declaration as :I / We hereby confirm that our firm has not been banned or blacklisted by any government organization//Public sector Unit/Central Government as on the date of bid submission."	As per RFP
70	Section 4 Page 14 ELIGIBILITY CRITERIA	Incorrect serial number, S.No. 7 is missing; numbering jumped from 6 to 8	Clarification that S. No. 7 is not included erroneously	Yes, the S. NO. 7 is excluded erroneously
71	Section 4.6.4 Page 25, Agriculture and Allied Sector experience	<p>No. of consulting projects undertaken for category 1: Agriculture and Allied Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	"Max Marks" reflects as 3; whereas marking system states 2 marks for "3 or more projects". Clarify maximum marks assigned to this parameter/section	Please refer the corrigendum below.
72	Section 4.6.4 Page 25, Infrastructure Sector experience	<p>No. of consulting projects undertaken for Category – II: Infrastructure Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p>	"Max Marks" reflects as 3; whereas marking system states 2 marks for "3 or more projects". Clarify maximum marks assigned to this parameter/section	Please refer the corrigendum below.

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
		<p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>		
73	Section 4.6.4 Page 25 & 26, General Service sector experience	<p>No. of consulting projects undertaken for Category – III: General Service Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	"Max Marks" reflects as 3; whereas marking system states 2 marks for "3 or more projects". Clarify maximum marks assigned to this	Please refer the corrigendum below.
74	Section 4.6.4 Page 26, Social Service Sector experience	<p>No. of consulting projects undertaken Category – IV: Social Service Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	"Max Marks" reflects as 3; whereas marking system states 2 marks for "3 or more projects". Clarify maximum marks assigned to this parameter/section	Please refer the corrigendum below.

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
75	Section 4.6.4 Page 26, Economic Service sector experience	<p>No. of consulting projects undertaken for Category – V: Economic Service sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	"Max Marks" reflects as 3; whereas marking system states 2 marks for "3 or more projects". Clarify maximum marks assigned to this parameter/section	Please refer the corrigendum below.
76	Section 4.6.4 Page 27	Resource requirements and break up of marks for ' <i>Adequacy and Quality of Resources Pool</i> '	1.5 Marks (0.5 marks each for CVs of MC, PC and SC); are there no markings for consultant profile; is consultant profile a mandatory requirement?	There is no marking for consultant profile.
77	Request for addition	Limitation of Liability	The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
			otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	
78		Report	Any information, advice, recommendations or other content of any reports, presentations or other communications EY provide under this Agreement (“Reports”), other than Client’s Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and EY shall not be required to update its Final Report	As per RFP
79	Section 4.15 Page 43	Confidentiality	PI add this in Clause -"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with	As per RFP.

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
			respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement	
80	Section 4.32 Page 52	Intellectual Property Rights (IPR)	EP to ensure compliance of the same. Further add this- EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	As per RFP
81	Request for addition in RFP	Request for addition in RFP	The Client shall assign a qualified person to oversee the Services. The Client is responsible for all management decisions relating to the services, the use or implementation of the output of the services	As per RFP

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
			and for determining whether the services are appropriate for your purposes. The Client shall provide (or cause others to provide) to us, promptly, the information, resources, and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services. To the best of your knowledge, all information provided by you or your behalf (Client information) will be accurate and complete in all material respects. The provisions of client information to us will not infringe any copyright or third party rights	
82	Request for addition in RFP	Request for addition in RFP	EY may subcontract portions of the Services to any of its network firms (being such firms that are part of any network of professional firms to which EY are deemed, either by any contract, law or professional regulation, to be a participant network member; hereinafter, "Network Firm(s)"), as well as to other service providers, who may deal with you directly. Nevertheless, EY alone will be responsible to the Client for the Reports, the performance of the Services, and our other obligations under this Agreement	As per RFP
83	Technical Evaluation Criteria, Page 28	Approach and Methodology	Would approach and methodology and presentation be inclusive of information for all 20 domains or specific domains have been identified for this purpose	The Approach and Methodology must cover the End to End consultancy Project Life cycle

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification	Response from CHiPS
84	Section 4.6.4 Page 29 and 37	Adequacy and Quality of Resource pool	Ambiguity in 'social welfare' and 'General (for domain not covered above)' experience requirements	As per RFP
85	4.2 Eligibility criteria – Bidders Turnover, Page no 12	The bidder's revenue (from Consultancy services) should be more than ₹500 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16)	We are requesting to consider and relax this clause for average revenue of last three Financial years (FY 13-14, FY 14-15 and FY 15-16) should be more than Rs. 300 cr.	Please read the corrigendum as below.
86	4.2 Eligibility criteria - Bidders Turnover from Government consulting services, Page no 12	The bidder's revenue from government Consultancy services should be more than ₹ 50 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16)	We are requesting to consider and relax this clause for average revenue of last three Financial years (FY 13-14, FY 14-15 and FY 15-16) should be more than Rs. 25 cr.	Please read the corrigendum as below.

Please read the Corrigendum as below:

S. No.	Section No.	Page No.	RFP Clause	Response
1	Eligibility criteria: Bidder Turnover	13	The bidder's revenue (from Consultancy services) should be more than ₹500 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16)	The bidder's average revenue for last three Financial years (FY13-14, FY 14-15and FY 15-16) (from Consultancy services) should be more than ₹300 crore.
2	Eligibility criteria: Bidder Turnover from Government Consulting Services	13	The bidder's revenue from government Consultancy services should be more than ₹ 50 crore in each of the last three Financial years (FY13-14, FY 14-15and FY 15-16)	The bidder's average revenue for last three Financial years (FY13-14, FY 14-15and FY 15-16) from government Consultancy services should be more than ₹ 50 crore.
3	Eligibility criteria: Bidder Consulting Capacity	13	1) The bidder must have a team of at least 25 professionals having valid certifications like PMP/Prince-2/ on its payroll AND 2) The bidder must have a team of at least 20 professionals	1) The bidder must have a team of at least 25 professionals having valid certifications like PMP/Prince-2/ on its payroll AND 2) The bidder must have a team of at least 10 professionals

S. No.	Section No.	Page No.	RFP Clause	Response
			having certifications like CISA/ CISSP/ / CISM/ and must have on its payroll	having certifications like CISA/ CISSP/ / CISM/ and must have on its payroll

Consider the Categorization of Departments as mentioned below:

The categorization of the Department has been done on the basis the nature of work being undertaken by them, however, the list mentioned below is indicative in nature

Category – I: Agriculture & Allied Sector

- a. Agriculture Department, Chhattisgarh
- b. Animal Husbandry Department, Chhattisgarh
- c. Co-operation Department, Chhattisgarh
- d. Fisheries Department, Chhattisgarh
- e. Water Resources Department, Chhattisgarh

Category – II: Infrastructure Sector

- a. Commerce & Industries Department, Chhattisgarh
- b. Electronics and Information Technology Department, Chhattisgarh
- c. Food, Civil Supplies and Consumer Protection Department, Chhattisgarh
- d. Forest Department, Chhattisgarh
- e. Mineral Resource Department, Chhattisgarh
- f. Planning Economics and Statistics Department, Chhattisgarh
- g. Science and Technology Department, Chhattisgarh
- h. Transport Department, Chhattisgarh
- i. Urban Development Department, Chhattisgarh

Category – III: General Service

- a. Commercial Tax and Excise Department, Chhattisgarh
- b. Election Department, Chhattisgarh
- c. Finance Department, Chhattisgarh
- d. General Administration Department (GAD), Chhattisgarh
- e. Home Department, Chhattisgarh
- f. Law and Legislative Affairs Department, Chhattisgarh
- g. Parliamentary Affairs Department, Chhattisgarh
- h. Public Relations Department, Chhattisgarh
- i. Registration and Stamp Department, Chhattisgarh

- j. Revenue and Disaster Department, Chhattisgarh
- k. Sports and Youth Welfare Department, Chhattisgarh
- l. Tourism Department, Chhattisgarh
- m. Culture and Archaeology Department, Chhattisgarh

Category – IV: Social Service

- a. Health and Family Welfare Department, Chhattisgarh
- b. Higher Education Department, Chhattisgarh
- c. Labour Department, Chhattisgarh
- d. Panchayat and Rural Development Department, Chhattisgarh
- e. Public Health Engineering Department, Chhattisgarh
- f. Schedule Caste(SC) & Schedule Tribe(ST) Development Department, Chhattisgarh
- g. School Education Department, Chhattisgarh
- h. Social Welfare Department, Chhattisgarh
- i. Technical Education Department, Chhattisgarh
- j. Women and Child Development Department, Chhattisgarh

Category – V: Economic Service

- a. Energy Department, Chhattisgarh
- b. Public Works Department, Chhattisgarh
- c. Rural Industries Department, Chhattisgarh

Technical Evaluation Criteria: The Updated technical evaluation matrix is mentioned as below:

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
1.	Organization capability			10	
a.	Turnover	Turnover from Consultancy services in India more than ₹500 crores in each of the last three years. Additional 1 marks for each ₹ 50 crores up to	500 crores- 5 mark For additional 50 crores, 1 mark will be given	10	

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
		maximum 5 marks (Total 10 marks)			
2	Past Experience of the bidder			40	
a.	Study, Design and Preparation of Detailed Project Report (DPR) experience	Experience of large scale government Consultancy assignments in India involving Study, Project Design and Preparation of Detailed Project Report (DPR) in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) 3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3	WO/PO OR Copy of the Contract
b.	Identification of leading Technologies for use in solution design experience	Experience of large scale government Consultancy assignments in India involving Identification of leading Technologies for use in solution design in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) 3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3	WO/PO OR Copy of the Contract

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
c.	Bid Process Management Experience	<p>Experience of large scale government Consultancy assignments in India involving Bid Process Management for selection of implementing partner in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	<p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	2	WO/PO OR Copy of the Contract
d.	Project Management experience	<p>Experience of large scale government Consultancy assignments in India involving Project Management in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 3 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	<p>3 or more projects – 3 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	3	WO/PO OR Copy of the Contract
e.	Agriculture and Allied Sector experience	<p>No. of consulting projects undertaken for category 1: Agriculture and Allied Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	<p>3 or more projects – 3 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	3	WO/PO OR Copy of the Contract

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
f.	Infrastructure Sector experience	No. of consulting projects undertaken for Category – II: Infrastructure Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) 3 or more projects – 2 marks For 1 to 2 projects - 1 marks Else 0 marks	3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3	WO/PO OR Copy of the Contract
g.	General Service sector experience	No. of consulting projects undertaken for Category – III: General Service Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) 3 or more projects – 2 marks For 1 to 2 projects - 1 marks Else 0 marks	3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3	WO/PO OR Copy of the Contract
h.	Social Service Sector experience	No. of consulting projects undertaken Category – IV: Social Service Sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16) 3 or more projects – 2 marks For 1 to 2 projects - 1 marks Else 0 marks	3 or more projects – 3 marks For 1 to 2 projects - 1 marks Else 0 marks	3	WO/PO OR Copy of the Contract

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
i.	Economic Service sector experience	<p>No. of consulting projects undertaken for Category – V: Economic Service sector Departments in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>3 or more projects – 2 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	<p>3 or more projects – 3 marks</p> <p>For 1 to 2 projects - 1 marks</p> <p>Else 0 marks</p>	3	WO/PO OR Copy of the Contract
j.	Local experience	<p>No. of consulting projects undertaken for Chhattisgarh (in any Govt. sector) in last 5 financial years (FY 2011-12, FY 2012-13, FY 2013-14, 2014-15, 2015-16)</p> <p>More than 5 projects – 3 marks</p> <p>2 to 4 projects - 2 marks</p> <p>Else 0 marks</p>	<p>More than 5 projects – 3 marks</p> <p>2 to 4 projects - 2 marks</p> <p>Else 0 marks</p>	3	WO/PO OR Copy of the Contract
k.	IT Audit experience	Bidder having IT audits experience- (audit of IT Infrastructure/Application software/ Security/Networking/data centre) in Government in India.	<p>Marking for 5 Projects shall be considered. For each project the marks would be based on the following :</p> <p>>INR 30 Lakhs = 1 points;</p> <p>>INR 20 lakhs but less than INR 30 lakhs = 0.5 points;</p>	3	WO/PO OR Copy of the Contract

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
			else 0		
l.	ISO certificate assistance experience	Assist for ISO27001 certifications in India	Marking for 3 Projects shall be considered. For each project 1 points will be given with at least one project of value > INR 40 Lakh for consideration of other projects	3	WO/PO OR Copy of the Contract
m.	SCADA Security Assessment / Audit	Bidder having experience in SCADA Security Assessment for critical infrastructure such as electricity, utility, oil and gas in India	Marking for 2 Projects shall be considered. For each project 1 points will be given	2	WO/PO OR Copy of the Contract
n.	ERP (Enterprise Resource Planning) Security Assessment / Audit	Bidder having experience in ERP Security Assessment / Audit in India	Marking for 3 Projects shall be considered. For each project 1 points will be given	3	WO/PO OR Copy of the Contract
3	Approach and Methodology			20	
a.	Proposed Approach and methodology	Evaluation Committee will evaluate whether the implementation methodology is in line with the requirement.	Understanding of the project, approach Methodology	5	
b.	Technical Presentation	Evaluation Committee will evaluate whether the implementation methodology is in line with the	Presentation of understanding of the project, approach	15	

Sr. No	Criteria	Description	Marking System	Max Marks	Forms to be Used
		requirement.	Methodology		
4	Adequacy and Quality of Resources Pool <i>(Detailed requirement of CVs and their respective marking is given in the table below)</i>			30	CV of each resource in the proposed format
	Total Marks			100	

Important Note:-

1. Bidders are requested to submit a signed copy of this corrigendum with Bid Submission.
2. The last date for bid submission is extended up to **24th Jan 2017 at 3:00 PM**. Opening of Technical bid will be on same day at 3:30 PM.