

Reply to the queries on the Tender Document for Rolling out of Municipal e-Governance in 87 non-KMA ULBs

Sr No	RFP Clause Reference	RFP clause	Pre Bid Query / Suggestion	Reply from CMU
Name of the firm : Wipro				
1	10.1.5	Financial Bid	We understand that the Financial Bid is supposed to be submitted in 1 Copy only. Please Confirm.	It is mentioned at clause 10.1.5 that only 1 hard copy and 1 soft copy of Financial bid needs to be submitted.
2	19.1	General Clause for Phase - II	We suggest that the successful bidder in Phase - I should not be asked to match the price of the lowest bidder in Phase - II as this might led to unhealthy competition.	Please see the corrigendum
3		Financial Bid Format	In the Financial Bid format, Training is not included.	Please see the corrigendum
4	31.2	Arbitration	The sole Arbitrator shall be appointed jointly by both the Parties.	The suggestion is not accepted
5	12.2.1	Termination for Convenience	Request deletion of this Clause.	The suggestion is not accepted
6	Insertion on New clause	Limitation of Liability	Bidder request insertion of following clause "Notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Bidder shall be, regardless of the form of claim, the consideration actually received by Bidder ."	The suggestion is not accepted
7	Insertion on New clause	Exclusion of incidental damages.	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, .	The suggestion is not accepted
8	Insertion on New clause	IPR.	Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Preexisting Works"). All rights in Preexisting Works not expressly transferred or licensed herein are reserved to the owner.	The suggestion is not accepted
9	Insertion on New clause	Deemed Acceptance	Deliverables will be deemed to be fully and finally accepted by KUSP in the event KUSP has not submitted such Deliverable Review Statement to Bidder/Implimentation Partner before the expiration of the 15-day review period, or when KUSP uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").	The suggestion is not accepted

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10	Insertion on New clause	Change Request.	Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Implementation Partner will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Implementation Partner shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals.	The suggestion is not accepted
11	Insertion on New clause	SNR clause.	KUSP hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. KUSP agrees that supplier shall not be in any manner be liable for any delay arising out of KUSP's failure to make the site ready within the stipulated period .	The suggestion is not accepted

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Firm name : E-Connect Solutions Pvt. Ltd				
1	Page 21 point 4.2 of the tender document	The bidder should have an office in Kolkata and should also have a Software Development Center in Kolkata.	<p>We are very keen to participate in the said RFP. We are the only company who has developed centralized e-municipality application for 184 municipalities of rajasthan and the concept was imbibed much before NeGP adopted the centralized architecture for e-municipality.</p> <p>Kindly ammend this point.</p> <p>We can setup our office at Kolkata which we usually do for all our projects if desired based on the scope of the project as we have capacity and eligibility. We have our offices in Kota, Jaipur, Jodhpur, Navi Mumbai, Dehradun, Punjim, Dehradun, Bikaner, GOA, and Delhi along with the head office in Udaipur and project offices at Jalandhar, Jhunjhunu, Amritsar, Uttrakhand.</p> <p>The focus must be on the capability of the bidder rather the location of the registered office.</p>	This clause has been amended and for the same, see the corrigendum

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Firm name: ABN Knowledeware Ltd.				
1	Section A - Invitation of Bids, Page - 2, clause-1.3	Data migration of the existing data of the ULBs, if any.	What is the approximate volume of data to be migrated?	It will be dependant of the Municipal Applications. Such volumes cannot be predicted at this stage.
2	Section A - Invitation of Bids- Page - 3, clause -6	Clarifications will be given at a pre-bid meeting which will be held at the office of Change Management Unit, Kolkata Urban Services for the Poor, ILGUS Bhavan, Sector – III, HC Block, Salt Lake City, Kolkata – 700 106 on 10/10/2011 at 11.00 hrs.	Kindly request extension of pre bid meeting by at least 1 week from stipulated dates of submission 10th Oct 2011. Request to extend last date for Pre Bid meeting to 20th Oct 2011	The date was not extended.
3	Section A - Invitation of Bids page 3, clause -7	Bids shall be received up to 15:00 hrs. on 21/10/2011 at the office of CMU, KUSP.	Kindly request extension of submission dates by at least 3 weeks from stipulated dates of submission 21st Oct 2011. Request to extend last date for bid submission to 10th November 2011	Submission date has been extended. Please see the Corrigendum.
4	Section C- Qualification Bid- Requirements, Page 21, clause - 2.1	The bidder should have successfully executed similar support project of e-governance system in India in the last 5 years. The value of such project should not be less than Rs. 1 Crore.	Kindly request you to consider bidder's experience in successfully executed project of e-governance in ULBs in India in the last 5 years.. Since for implementation of e-governance project in ULBs, the bidder should require in depth domain knowledge of ULBs functionality for successful & sustainable implementation.	No change.
5	Section C- Qualification Bid- Requirements, Page 21, clause - 3.1	The bidder should have positive net worth and sales turnover of Rs. 50 Crores or more in each of last three financial years (2008-2009, 2009-2010, 2010-2011).	Request following change "The bidder should have positive net worth and sales turnover of Rs. 35 Crores or more in each of last three financial years (2008-2009, 2009-2010, 2010-2011) from software services. Since for implementation of Roll out Project the bidder should require extensive experience in handling e-Governance projects. Kindly consider positive net worth and turnover from software services.	No change.
6	Section C- Qualification Bid- Requirements, Page 21, Clause- 4.2	The bidder should have an office in Kolkata and should also have a Software Development Center in Kolkata. Valid proof should be submitted along with the bid.	Request following change The bidder should have an office in Kolkata and should also have a Software Development Center in Kolkata at the time of signing Agreement (Submit the Self Declaration Form). This qualification criteria effectively restricts bids to Kolkatta based companies only. There are companies with highly successful track record in the implementation of e-Governance in other places who want to be part of WB's e-Gov initiative. They should also be allowed to take part in this bid.	Please see the corrigendum.

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7	Section C- Qualification Bid- Requirements, Page 22, clause- 7.6	In order to meet the qualification criteria, the experience and/or resources of any consortium partner shall not taken into account or contribute to the bidder's qualification.	Does it mean Lead Bidder has to meet all qualification Criteria? If all the qualifying criteria should be satisfying by Lead Bidder then there is no value addition for forming consortium . Kindly request you to also consider consortium partner's experience for qualifying criteria.	Lead Bidder in a Consortium will have to meet all qualification criteria
8	Section D - Technical Bid- Requirements, Page 24Part A: 4 (Table3)	Documentary evidence of the above must be submitted.	Kindly clarify which documentary evidence required for manpower? Kindly consider CVs of proposed manpower duly signed by Authorized Signatory.	CVs of the manpower needs to be submitted and the proposed manpower must be from the companies' payroll.
9	Section D - Technical Bid- Requirements, Page 25, Part A: 7 (Training and documentation)	The bidder should provide adequate centralized/ ULB level training to the users at the Bidder location/ ULB location, to enable them to operate the software as mentioned. Approximately, a total number of 900 persons to be trained for all the 41 ULBs. However, the number of persons to be trained will be finalized later.	Kindly clarify the number of training sessions and locations of training. Kindly request you to consider that the bidder will give indepth training of proposed software to Master Trainers and they will give training to other officials.	Training details are given in the Corrigendum. Please see the same.
10	Section D - Technical Bid- Requirements		Kindly clarify that these training sessions will be limited to proposed software. It will not include any basic computer or other training sessions.	
11	Section D - Technical Bid- Requirements		The place and required hardware infrastructure should be provided by Change Management Unit/ respective ULB	
12	Section D - Technical Bid- Requirements		Kindly clarify number of hard copies of User Manuals required for both in English and Bengali. Kindly request you to consider only soft copies of the training manual.	See Corrigendum
13	Section D - Technical Bid- Requirements		Kindly clarify who will provide hardware & network infrastructure, connectivity for this project.	A separate agency will be selected for doing the same.
14	Section D - Technical Bid- Requirements		Kindly clarify whether proposed software should be installed centrally or at each ULB separately.	The software is to be installed at each of the ULBs separately.
15	Section D - Technical Bid- Requirements		Kindly request you to know the status of connectivity among all ULBs.	As the software will be installed at each of the ULBs, currently, no connectivity needs to be considered.
16	Section D - Technical Bid- Requirements		Kindly clarify whether the developed software is successfully running in any ULB. Kindly specify the name of ULB. Kindly request to let us know whether visit for ULB where this software implemented is possible?	The same is running in the 41 KMA ULBs, where intended bidders may visit.

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17	Section G - General Conditions of Contract	-	Kindly specify about the payment milestone/ terms.	Payment milestone is mentioned in Section G, clause 17, at page 126.
18	Section B - Bidders, Page 6, clause 6- Pre Bid Meeting	- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, no queries will thereafter be entertained from a bidder who did not attend such meeting.	Kindly request you to delete this clause	No change.
19	Section B - Instruction to Bidders, Page 6, clause- 9- Earnest Money Deposit	- The earnest money is liable to be forfeited if bidder fails to furnish the Performance Guarantee within a period of 7 (seven) days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion.	Request following Change The earnest money is liable to be forfeited fails to furnish the Performance Guarantee within a period of 15 (Fifteen) working days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion. Kindly request you to increase period to furnish the performance guarantee.	No change.
20	Section B - Instruction to Bidders, Page 6, clause- 9- Earnest Money Deposit	- The earnest money is liable to be forfeited if bidder fails to execute the Contract within a period of 7 (seven) days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion.	Request following Change The earnest money is liable to be forfeited if bidder fails to execute the Contract within a period of 15 (fifteen) working days from the date of issuance of Letter of Intent, unless extended by CMU, KUSP at its sole discretion. Kindly request you to increase period to execute contract.	No change.
21	Section B - Instruction to Bidders, Page 6, clause- 9- Earnest Money Deposit	- The earnest money is liable to be forfeited if bidder fails to commence the work within 7 (seven) days after the date of issue of the Letter of Intent, unless extended by CMU, KUSP at its sole discretion.	Request following Change The earnest money is liable to be forfeited if bidder fails to commence the work within 15 (fifteen) working days after the date of issue of the Letter of Intent, unless extended by CMU, KUSP at its sole discretion. Kindly request you to increase period to commence work.	No change.
22	Section D - Technical Bid-Requirements	-	Kindly clarify whether software development agency will provide source code & IPR to the bidder. Kindly request you to provide source code for effective change management & support	No source code will be provided. Only the functional and operational knowledge will be provided so that the software can be installed at each of the ULBs and through handholding support, the same can be made operational.
23	Section F - Bid Evaluation Process and Offer of Contract	- Experience of similar project = 50 to maximum 150 Marks to be provided on the cumulative sum of completed order value of 5 projects 3 Cr ----- 50 Cr 3Cr but < 5Cr ---75::>5 Cr but <10 Cr ---100::>10Cr but < 20Cr ----125::>20 Cr ---150	Request for Change Experience of Similar Projects (5 projects) in ULBs Marks to be provided on the cumulative sum of completed 5 projects 50 lacs ----- 50 >50 lacs but < 75 lacs---75>75 lacs but <1 Cr ---100:>1 Cr but < 2 Cr ----125::>2 Cr ---150. Kindly request you to consider experience in implementation of e-governance projects in ULBs.	Please see the Corrigendum for the changes

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	Section F - Bid Evaluation Process and Offer of Contract 3.3	Turn Over per annum (Of Bidder /prime bidder in case of consortium) as mentioned in eligibility criteria, minimum 300 Crore.	There is contradiction in both clauses. Kindly clarify about minimum required Turnover for eligibility and evaluation. Kindly request you to consider Turnover from software services for evaluation.	
24	Section C- Qualification Bid-Requirements		The bidder should have positive net worth and sales turnover of Rs. 50 Crores or more in each of last three financial years (2008-2009, 2009-2010, 2010-2011).	
25	Section F - Bid Evaluation Process and Offer of Contract	More than 2000 manpower = 50 1000 manpower to 2000 manpower = 40 500 manpower to 1000 manpower = 30 350 manpower to 500 manpower = 20 200 manpower to 350 manpower = 10 Less than 200 manpower = 0	The ideal manpower size for this project shall be around 100 and hence we request changing the marking system to as follows: More than 200 Manpower ... 50 marks>100<200 manpower ... 40 marks>50<100 manpower ... 30 marks>35<50 manpower ... 20 marks	
26	Section F - Bid Evaluation Process and Offer of Contract	More than 2000 manpower = 50 1000 manpower to 2000 manpower = 40 500 manpower to 1000 manpower = 30 350 manpower to 500 manpower = 20 200 manpower to 350 manpower = 10 Less than 200 manpower = 1	Kindly request you to consider manpower experience in implementing e-Governance Projects in ULBs for evaluation	
Firm name: IL& FS				
1	Page 2, Section A1.1	1.1. Acquiring knowledge about the software package from the agency which developed the software.	Who is responsible to provide the software to the successful bidder? What is the timeline for getting the software, knowledge base and necessary training and code support and bug fixation. If the software development agency is allowed to participate in this bid? Pls. provide details of the software, front end, middleware and back end for evaluating the manpower requirement analysis.	Wipro Ltd. has developed the software and they will provide the same. The timeline for getting the software knowledge base, etc. is given as 1 month (mentioned clause 6 of Section D of the tender document, page 24). The software development agency is allowed to participate in the bid. The software is having J2EE as front end, Oracle Application server as middleware and Oracle Database and back end.
2	Page 2, Section A1.3	1.3. Data migration of the existing data of the ULBs, if any.	What are the forms of the available data? if in soft form, what are the data base used in the ULBs? Does the software to be used, support all kind of data base for migration?	Only the soft data needs to be migrated

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3	Page 2, Section A1.9	<p>1.9. After complete installation of all the software modules and incidental data migration wherever required, each ULB should be provided with technically competent manpower for handholding support for a period of 6 (six) months, to ensure functional operation of all the software modules. Functional operation of the e-governance modules at the ULB level will be the responsibility of the selected bidder. If any or all of the software modules do not operate functionally in any ULB within the stipulated period of 6 (six) months, the bidder will be liable to extend the period of support to that particular ULB to the extent required and no additional payment will be payable to the bidder for such extended period.</p>	<p>In case of any software level issues, if the implementing agency will be held responsible? If the agency which has developed the software, will provide with the source code for any bug fixation and support?</p>	<p>Software issues if any, will be taken care of by the Software Development Agency. No Source Code will be provided.</p>
4	Page 2, Section A1.9	<p>Functional operation shall mean installation of the software with all updates, data migration as per requirement, and capacity building of the municipal employees to ensure that they can operate the software modules, input data in the forms and templates, process data and extract the relevant outputs as per the business requirements of the ULB independently without any handholding support and can thus deliver the internal business process or citizen centric services through the e-governance modules.</p>	<p>Will it be the responsibility of the implementing agency to provide the updates of the software? If yes, will the software development agency provide with the entire knowledge transfer with source code?</p>	

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5	Page 3, Section A 3	Completion period for installation of e-governance software and data migration for Phase I shall be 2 months from the date of issue of Letter of Intent and for Phase II, as and when implemented, the completion period shall be 2 months from the issue of the Letter of Intent for such Phase.	Since the initialization time of phase II is not defined, the cost of resources quoted shall vary if there is substantial gap in the implementation of Phase I and Phase-II. Since the bid validity period is 180 days, it is presumed that the implementation of Phase II will get completed within 180 days. Please confirm.	No change.
6	Page 4, Section B 2.4	Joint Ventures or Consortiums will be allowed but with total number of members restricted to a maximum of 3 Companies, including the lead member. Only Companies incorporated under the Companies Act, 1956 can become a member of the Consortium. The lead member of the Consortium must satisfy the qualification criteria mentioned in Section C. The other member(s) of the Consortium must satisfy criteria mentioned in clause 7 of Section C.	Requesting to evaluate the joint strength of the consortium bidders for qualification criteria.	No change.
7	Page 7, Section B 10.3.1	10.3.1 Tenders must be received by CMU, KUSP at the following address not later than 15.00 hrs on 21/10/2011 . In the event of the specified last date for submission of the tender being declared a holiday by CMU, KUSP or due to unforeseen reasons, the office of the CMU, KUSP not functioning / being closed, the tenders will be received upto the appointed time on the next working day of CMU, KUSP.	Considering the holidays due to Durga Puja, Dusserah and Navratri, requesting an extension of 15 days in the timeline of bid submission	Extension has been given and for the same please see the corrigendum

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8	Page 21, Section C 4.2	4.2 The bidder should have an office in Kolkata and should also have a Software Development Center in Kolkata. Valid proof should be submitted along with the bid.	Considering the fact that the software application is already developed and deployed in many ULBs, and it only needs to be deployed in the Phase I and Phase-II ULBs, the need to have a development centre in Kolkata is not understood. Even then, how does it make any deference, if the development centre is located somewhere else in India or overseas, if the functional experts are available in Kolkata. Requesting for omission of the clause.	Please see the Corrigendum
9	Page 26, Section D PART-B: Details of the software:	To give an idea regarding design of the modules the following details are given which are subject to change During implementation as per direction of CMU or its authorised body. All the modules have to be developed after preparing individual SRS	It is understood from Section A, 1.1, page 2 of the RFP, to be an already developed software which needs to be customized, deployed and the data migration and support services to be provided by the successful bidder. In that case, does development of modules afresh come into the scope? if yes, then what is the purpose of the already developed software?	Please see the Corrigendum.
10	Page 122, Section G 11	11. COMPENSATION FOR DELAY If the Bidder fails to maintain the required progress in terms of the Contract or to complete the Work on or before the schedule date of completion of work under the Contract or extended date of completion or to provide services in terms of GCC clause 16, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation Rs. 1,000/- (Rupees One Thousand only) for every day or part thereof of delay.	In case of any delay where reasons not attributed to the bidder, what shall be the modalities of compensation for the loss of the bidder?	No change.

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		General Query	Can it be assumed that all the ULBs proposed in Phase –I and Phase-II will use the same software system – or does the project envisage each ULB having its own set of customizations of the base software? Can it also be assumed that the same set of standard processes/forms would be followed across the ULBs?	The software is centrally developed and for any changes in the same/ patch updation, version controlling is being done.
		General Query	While the data formats for the applications and the data entry applications would be developed by the agency (eg capture of Property level data for building up the Demand Register), can it be assumed that the actual data entry and validation would be undertaken by the ULB staff? If yes, can it be assumed that the expenses for data entry will be borne either by the ULB or KUSP?	Yes, the data entry for the hard copies will be taken care by ULB/CMU
		General Query	Capacity Building will involve numerous training sessions to the concerned ULB Staff. Can it be assumed that the infrastructure for computer based training and others would be provided by the CMU?	Infrastructure for centralized training needs to be provided by the successful bidder and ULB level training can be given in the ULB infrastructure. Please see the Corrigendum for greater clarity on this point.