

**F. No. 12/35/2015-CD.I Part (4)**  
**Government of India**  
**Ministry of Women & Child Development**

Shastri Bhawan, New Delhi  
Dated: 4<sup>th</sup> October, 2017

**Corrigendum: Pre-Bid Queries and Clarification**

With reference to RFP issued by this Ministry vide No. 12/35/2015-CD.I Part(4) dated 06.09.2017, the pre-bid meeting was held on 25.09.2017. The queries raised by the prospective bidders and clarifications/decisions of this Ministry is annexed. These clarifications/decisions shall form the part of the original RFP in terms of Clause 3.3.2 (d) of the RFP.

Sd/-  
(K B Singh)  
Director and Nodal Officer, MWCD

<b>RFP Clause Reference</b>	<b>RFP Clause Extract</b>	<b>Queries raised by the prospective bidders</b>	<b>Decision/Clarification of Ministry of Women and Child Development</b>
Inclusion of new Clause in RFP	Acceptance of Deliverables	The Agency has requested to add the following Clause in RFP: "Any Deliverable(s) shall be deemed to have been accepted if MWCD puts such Deliverable(s) to use in its business or does not communicate its disapproval of such Deliverable(s) together with reasons for such disapproval within 10 days from the date of receipt of such deliverable(s)."	<p><b>ACCEPTED</b></p> <p><b>The following condition may be read as part of clause 9 of the RFP:</b></p> <p><b>Any Deliverable(s) shall be deemed to have been accepted if MWCD puts such Deliverable(s) to use in its business or does not communicate its disapproval of such Deliverable(s) together with reasons for such disapproval within 10 days from the date of receipt of such deliverable(s)</b></p>
Critical dates, page 2 of the RFP	<p>Critical Dates</p> <ul style="list-style-type: none"> <li>•Pre-Bid Conference 3.00 PM on 25.9.2017</li> <li>•Bid submission close 4.00 PM on 03.10.2017</li> </ul>	The agency has stated that the time provided post clarifications on pre-bid queries will not be sufficient for firming up the proposal and getting internal approvals. Therefore, they have requested to provide at least 15 days for submission of the proposal post issue of clarifications on pre-bid queries.	<p><b>ACCEPTED</b></p> <p><b>The bid submission close date has been extended to 4.00 PM on 13.10.2017 as per corrigendum published in CPP Portal, MWCD website and intimation vide email to prospective bidders</b></p>
Form 2, page 53 of the RFP	Financial Bid Template	The agency has requested as below: The payments are linked to the performance of the SI and the approvals to be taken from MWCD. Further, since the scope is also very wide with not much clarity & stringent timelines, would request you to make the payments on Time and material basis i.e. payment for actual man-months efforts on monthly basis. Accordingly would request you to amend the 'Financial Bid Template (refer form 2 on page 53 of the RFP) and ask only for man-month rates in the price bid.	<p><b>It is clarified that the time taken by MWCD for approval of any phase shall not be part of the timeline of corresponding deliverables. In other words, the period of time taken by MWCD for approval/acceptance of the deliverables of the phase shall be in addition to the corresponding timeline of the phase. The Consulting Agency is required to frame the RFP and SLA keeping in view the timeline and performance linked payment.</b></p>

<p>Clause 3.4.3, point a (i) &amp; (iii), page 6 of the RFP</p>	<p>Earnest Money Deposit (EMD)  (a) Bidders shall submit, along with their Pre-Qualification Proposals, an EMD of Rs.5.00 lakh (Rupees five lakh only) in the form of an account payee Demand Draft OR Banker's Cheque OR Bank Guarantee. The payment transfer related information is as follows:  (i) BG for EMD in the format specified in Appendix I: Form 3 issued by a financial bank in favour of Pay and Accounts Officer, Ministry of Women and Child Development.  (ii) Demand Draft/Banker's Cheque: in favour of Pay and Accounts Officer, Ministry of Women and Child Development payable at New Delhi.  (iii) The EMD instrument should remain valid for a period of 45 days beyond the bid validity period of 90 days.</p>	<p>Demand Draft is valid for 3 months from the date of issue. Therefore the agency has requested to allow them to submit an undertaking of renewing the demand draft (if required) during the stated validity period of EMD.</p>	<p><b>ACCEPTED</b></p>
<p>Clause 3.4.5, page 8 of the RFP</p>	<p>Authentication of Bids  A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.</p>	<p>They have requested to consider the extract of the Board Resolution as a proof for the authorised signatory</p>	<p><b>ACCEPTED</b></p>
<p>Clause 3.6, page 9 of the RFP</p>	<p>Deviations  The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed to withdraw the deviation submitted. The Consultancy Evaluation Committee would evaluate and</p>	<p>They have requested to amend the clause as given below:  <i>"The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed to withdraw the deviation submitted. The Consultancy Evaluation Committee would evaluate and classify them as "material deviation" or "non material deviation" post discussion and in agreement with the concerned bidder. In case of</i></p>	<p><b>The Consultancy Evaluation Committee shall discuss about the deviations and monetization of material deviations with concerned bidders. However, agreement of the bidders about quantum of monetization shall not be necessary for adding the value to the price bids of concerned bidders.</b></p>

	<p>classify them as "material deviation" or "non material deviation". In case of any material deviations, the Committee may decide to monetize their value and add to the price bid of the bidder. The bidder would be informed of the Committee's decision on the deviation prior to announcement of technical scores.</p>	<p><i>any material deviations, the Committee in agreement with the concerned bidder, may decide to monetize their value and add to the price bid of the bidder. The bidder would be informed of the Committee's decision on the deviation prior to announcement of technical scores."</i></p>	
<p>Clause 4.1 (Sl. No.1): Sales Turnover in Consulting Services</p>	<p>Annual Sales Turnover generated from consultancy services in IT Projects in India during each of the last three financial years (as per the last published Balance sheets), should be at least Rs.25 crore (Rupees twenty five crore). This turnover should be on account of Consulting services in IT Projects including MIS performance monitoring and evaluation only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.</p>	<p>The agency has stated that the clause mentioned is stringent and restricts the participation. Therefore, they have requested to issue necessary amendments as under: "Annual Turnover generated from consultancy services in India during each of the last three financial years (as per the last published Balance Sheets), should be at least Rs.25 crore (Rupees Twenty Five Crore). This turnover should be on account of Consulting Services."</p> <p>The agency has also requested to extend the last date of bid submission by at least 2 weeks as they require more time to prepare documents required for submission of pre-qualification &amp; technical proposals against the bid.</p>	<p><b>NOT ACCEPTED</b></p> <p><b>The MWCD require Consulting Agency for its IT project and the Consulting Agency should have requisite experience in IT project consultancy and should be able to demonstrate the same through annual sales turnover generated through such consultancy as defined in the RFP.</b></p>
<p>Clause 4.1., S.No. 2, page 11 of the RFP</p>	<p>Pre-Qualification Criteria: Technical Capability Documents Required: Completion Certificated from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from</p>	<p>They have requested to amend the clause as given below:  <i>"Documents Required: Completion Certificated from the client; OR Work Order + Self Certificate of Completion; OR Work Order + Phase Completion Certificate from the client / Self Certification of Phase completion"</i></p>	<p><b>ACCEPTED</b></p> <p><b>The condition "Certified by the Statutory Auditor" may be treated as deleted.</b></p>

	the client		
Clause 4.1., S.No. 3, page 12 of the RFP	Pre-Qualification Criteria: Certifications ISO 9000/9001 Certification	The agency has mentioned that this may not be relevant herein and thus requested to remove the same.	<b>ACCEPTED</b> <b>Possession of valid ISO certification is not mandatory</b>
Clause 4.1: Pre-Qualification Criteria	ISO 9000/9001 Certification	They have requested to modify this clause as "The bidder should have any ISO certification".	<b>ACCEPTED</b> <b>Possession of valid ISO certification is not mandatory</b>
Section 4.3: Technical Evaluation Criteria,	Average annual turnover from services related to IT Consultancy services and MIS Performance Monitoring services in India (i.e. revenue should be on account of IT consulting and MIS performance monitoring rather than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 financial years (Turnover in Rupees in crores)	With respect to this Clause, the Agency has stated that this will limit the competition and participations of bidders. Consulting organization are rendering services as Project Management Consultant/Project Management and Monitoring unit across India in various central government/ state government/ULBs/PSU providing services in various IT, MIS monitoring and management projects. They have requested to consider and modify this clause as "Average annual turnover from services related to Consultancy services in India (i.e. revenue should be on account of Consulting rather than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 financial years (Turnover in Rupees in crores)"	<b>NOT ACCEPTED</b>  <b>The MWCD require Consulting Agency for its IT project and the Consulting Agency should have requisite experience in IT project consultancy, monitoring and evaluation and should be able to demonstrate the same through annual sales turnover generated through such consultancy as defined in the RFP.</b>
Clause 4.3., S.No. 1, page 13 of the RFP	Evaluation Criteria: Company Profile .Average annual turnover-Parameters. >=Rs.100 crore: 10 marks, >=Rs.75 crore but <Rs.100 crore: 6 marks, >=Rs.50 crore but <Rs.75 crore: 3 marks <Rs.50 crore: 0 mark	The agency has stated that existing parameters seem to be too high in view of the requirement stated in the pre-qualification criteria of Rs 25 crores. Accordingly they have requested to amend the parameters to the one given below: >=Rs.75 crore: 10 marks, >=Rs.50 crore but <Rs.75 crore: 6 marks, >=Rs.25 crore but <Rs.50 crore: 3 marks <Rs.25 crore: 0 mark	<b>ACCEPTED</b> <b>To have sync of pre-qualification criteria and technical evaluation criteria, the parameters mentioned in clause 4.3, Sl. No.1 (page 13 of RFP) is amended as under:</b>  <b>&gt;=Rs.75 crore: 10 marks,</b> <b>&gt;=Rs.50 crore but &lt;Rs.75 crore: 6 marks,</b> <b>&gt;=Rs.25 crore but &lt;Rs.50 crore: 3 marks</b> <b>&lt;Rs.25 crore: 0 mark</b>
Clause 4.3., S.No. 4, page 13 of the RFP	Evaluation Criteria: Relevant Past Experience .Experience of relevant project/similar project in India	It has been requested to amend the criteria as given below: "Experience of relevant project/similar project in India that have either been completed or ongoing	<b>ACCEPTED</b> <b>The evaluation criteria of relevant past experience mentioned in clause 4.3., S.No. 4, (page 13 of the RFP) stands amended as under:</b>

	that have either been completed or ongoing projects where similar deliverables or milestones have been successfully achieved. The work order should have been issued within the last 5 years as on the date of issue of this RFP.	projects where similar deliverables or milestones have been successfully achieved"	<b>Experience of relevant project/similar project in India that have either been completed or ongoing projects where similar deliverables or milestones have been successfully achieved.</b>
Clause 4.3., S.No. 4, page 13 of the RFP	Evaluation Criteria: Relevant Past Experience .Supporting Documents: Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate (for ongoing projects) from client	They have requested to amend the supporting document requirements to "Completion Certificates from the client; OR Work Order + Self Certificate of Completion OR Work Order + Phase Completion Certificate (for ongoing projects) from client / Authorised Signatory of the Bidder"	<b>ACCEPTED</b>  <b>The supporting document for Clause 4.3., S.No. 4, (page 13 of the RFP) may be read as:</b>  <b>Completion Certificates from the client; OR Work Order + Self Certificate of Completion OR Work Order + Phase Completion Certificate (for ongoing projects) from client / Authorised Signatory of the Bidder</b>
Clause 4.3., S.No. 6, page 14 of the RFP	Evaluation Criteria: Approach & Methodology Demonstration of understanding of the Ministry's requirements Assessment to be based on: .Learnings .Challenges likely to be encountered .Mitigation proposed .Client references	They have requested to base the assessment on understanding of the Ministry's requirements on the following aspects: (a) Understanding of the scope/requirements (b) Identification key challenges & risk (c) Risk Mitigation measures proposed. They have also requested to provide the scoring for each of the stated aspects.	<b>Clause 4.3., S.No. 6 (page 14 of the RFP) relating to the Evaluation Criteria: Approach &amp; Methodology - parameters for demonstration of understanding of the Ministry's requirements is amended as under:</b>  <b>(a) Understanding of the scope of works / requirements of the project -4 marks</b> <b>(b) Identification of key challenges &amp; risk-3 marks</b> <b>(c) Risk Mitigation measures proposed-3 marks</b>
Clause 4.3., S.No. 7, page 14 of the RFP	Evaluation Criteria: Approach & Methodology Project work break down structure Assessment to be based on: .Overall Timelines .Resource assignments (relevance to the task assigned)	They have requested to provide the scoring for each of the stated aspects on which assessment is based.	<b>The marks for the parameters of Evaluation Criteria: Approach &amp; Methodology - Project work break down structure is assigned as under:</b>  ➤ <b>Overall Timelines-3 marks</b> ➤ <b>Resource assignments (relevance to the task assigned)-1 mark</b> ➤ <b>Dependencies-1 mark</b>

	.Dependencies		
Clause 4.3(8): Technical Evaluation Criteria	1.Project Manager: (a) 12 yrs or more-12 Marks, (b) 8 yrs to <12 yrs - 10 Marks, (c) Less than 8 yrs - 5 marks	As per these marking criteria, Pr. Manager with even one year of experience shall get 5 marks. There should be minimum criteria defined for Pr. Manager, failing which 0 marks shall be given.  Proposed revised marking: 1.Project Manager: (a) 12 yrs or more - 12 Marks, (b) 8 yrs to <12 yrs - 10 Marks, (c) 6 yrs. to < 8 yrs - 5 Marks and (d) <6 years - 0 Marks	<b>Accepted.</b> <b>The revised Technical Evaluation Criteria for Project Manager will be as under:</b>  <b>(a) 12 yrs or more - 12 Marks</b> <b>(b) 8 yrs to &lt;12 yrs - 10 Marks</b> <b>(c) 6 yrs. to &lt; 8 yrs - 5 Marks; and</b> <b>(d) &lt;6 years - 0 Marks</b>
Clause 4.3 (8): Technical Evaluation Criteria	2. BPR/Analyst/Consultant: (a) 6 yrs or more - 7 marks, (b) 3 yrs to <6 yrs-5 marks and (c) less than 3 yrs - 3 marks	As per this marking, Resources with even no experience shall get 3 marks. There should be minimum experience. Proposed revised marking: 2.BPR/Analyst/Consultant: (a) 6 yrs or more - 7 marks (b) 3 yrs to <6 yrs - 5 marks (c) 2 yrs to <3 yrs - 3 marks (d) <2 yrs - 0 marks	<b>Accepted with some modifications.</b> <b>The revised Technical Evaluation Criteria for BPR/Analyst/Consultant will be as under:</b>  <b>(a) 6 yrs or more - 7 marks</b> <b>(b) 4 yrs to &lt;6 yrs - 5 marks</b> <b>(c) 2 yrs to &lt;4 yrs - 3 marks</b> <b>(d) &lt;2 yrs - 0 marks</b>
Clause 4.3 (8): Technical Evaluation Criteria	Resume of all consultants proposed for the assignment (1) Pr. Manager (Overall in-charge) : 1, (2) BPR/Analyst/Consultants(IT Projects): 4 [The requirement is indicative and for technical evaluation purpose only	It has been proposed to specify the number of consultants required in the RFP. This shall ensure fair estimation by all bidding parties, thereby avoiding under quoting of required number of people which would lead to non-fulfilment of commitment. It has also been proposed that for a project of this scale involving 15 Schemes, the number of resources should be increased from 5 to at least 10.	<b>As mentioned in the RFP, the requirement is indicative and for technical evaluation purpose only. For the sake of uniformity, Technical Evaluation will be done for maximum 5 resource personnel.</b>
Clause 4.3 (9): Technical Evaluation Criteria	Tools and Assets which could be leveraged for the assignment (Project Management Unit Tools, Load Testing, etc.	No marking has been provided to this criteria	<b>Marking not necessary for evaluation purpose. Bidders have to mention the tools and assets available with them which may be required in execution of the project.</b>
Clause 5.4.,	Performance Guarantee	The agency has requested to clarify as to what is	<b>The duration of contract between the MWCD and the Consulting Agency shall be for a</b>

<p>page 17 of the RFP</p>	<p>The Ministry will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the assignment. The Performance Guarantee should be valid for a period of 36 months initially. The Performance Guarantee shall be renewed as and when required and kept valid for a period of three months beyond the completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Ministry at its discretion may cancel the order placed on the selected bidder without giving any notice. The Ministry shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or the Ministry incurs any loss due to Vendor's negligence in carrying out the project implementation as per the</p>	<p>the contract duration as the performance guarantee validity period needs to be decided accordingly (refer GFR). Also requested to incorporate the clause that "the PBG will be returned immediately on completion of the validity period".</p>	<p><b>period of 34 months initially, extendable upto 18 months, if necessary for completion of the project. The contract period include the timeline of clause 9 (as amended below) and the period of performance monitoring and audit by the TPA mentioned in clause 8.7. The validity of the Performance Bank Guarantee (PBG) shall cover the entire period of contract and shall be extended in sync with extension of the contract. Clause 5.4 of the RFP stands modified accordingly.</b></p>
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	agreed terms & conditions.		
Clause 5.6., page 17 of the RFP	<p>Failure to Agree with the Terms and Conditions of the RFP</p> <p>Failure of the successful bidder to agree with the proposed Contract Terms and Terms &amp; Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Ministry may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Ministry shall invoke the PBG of the most responsive bidder.</p>	They have requested to specify the RFP Contract terms explicitly.	<b>The terms and conditions of the contract shall be based on the scope of work, deliverables, timeline, payment schedule given in the RFP and subsequent corrigendum/amendments/ modifications/ clarifications to the RFP as contained in this document or any subsequent document that may be issued subsequent to the pre-bid meeting.</b>
Clause 8.1, page 22 of the RFP	Preparation of DPR	They have stated that the scope is not clear as 8.1. specifies DPR, subsequent 8.2 clause specifies As-Is etc which are part of DPR. Therefore, they have requested to clarify on the sequence of activities to be conducted along with clearly laid out deliverables for each of the scope activity in tabular format.	<b>Under clause 8.1 and 8.2 of RFP, the Consulting Agency shall have to submit DPR containing As-Is and To-Be Reports followed by BPR. Detailed activities and deliverables are mentioned in the RFP, read with clarifications/amendments provided in this document.</b>
Clause 8.1, page 22 of the RFP	Preparation of DPR	The agency has stated that all the subsequent clauses under 8.1, specify the assessment etc to be done for States as well as centre. Therefore, have requested to clarify the scope herein i.e. whether the system is to be designed for the centre for MIS requirements on DBT or does it include designing other systems too at the centre as well State?	<b>The SI shall be required to develop Common Application Software (CAS) for use by the MWCD as well as States /UTs/ Implementing Agencies. While MWCD shall mostly use tools for monitoring and evaluation of DBT schemes and generation of various reports, the data entry, validation of data, financial transactions, etc., shall be done by the States/UTs/ Implementing Agencies. Thus, the SI has to design different modules for different users in the MIS for each DBT scheme. Some States/ UTs/ Implementing Agencies may already have fully developed MIS for DBT schemes which need to be integrated with the MIS to be developed for the MWCD.</b>
Clause 8.1.1,	Preparation of DPR	They have sought clarification as: Where will these	<b>The MWCD and the States/ UTs/ Implementing Agencies are the primary</b>

<p>page 22 of the RFP</p>	<p>Visioning: It will be essential to draw up a vision by involving all key stakeholders. Identification of key departments in consultation with project sponsors and chalking out their level of involvement would be a pre-requisite at this stage. Current functional constraints in achieving efficiencies, similar initiatives in other Ministries/Departments of Government of India and best practices from industry should be enumerated to the stakeholder group with active facilitation for drawing up the vision statement.</p>	<p>stakeholders be located. Will it involve travel outside NCR? Who will bear the cost for these travels</p>	<p><b>stakeholders of the DBT schemes. Consultation may require travel to the States/UTs if desired outcome is not achieved through telephone call / video conference.</b></p> <p><b>Since it is not possible to predict extent of travel required at this stage, the cost involved for travels is not a part of bidding process.</b></p> <p><b>The expenditure incurred by the Consultant(s) for travel to States/UTs shall be reimbursed on actual basis by MWCD limited to economy class for travel by air and Second Class AC in case of journey by train.</b></p>
<p>Clause 8.1.2: Preparation of Detailed Project Report (DPR)</p>	<p>Establishment of Scope &amp; Strategy: Consulting Agency is expected to draw up a strategy for deployment of the solution. The Consulting Agency is required to evaluate the merits and risks of a pilot deployment followed by pan-India roll-out after consolidation of pilot learning. The pilot should cover the complete automation of functionalities of the DBT on-boarding process of Schemes of MWCD.</p>	<p>The agency has proposed that the pilot should cover the complete automation of functionalities. They would like to understand whether a stack of automated solutions should be proposed or a pilot implementation needs to be done. In such scenario they may have to procure/tieup with software providers in this area. They have sought clarification on this issue.</p>	<p><b>The issue is clarified in clause 8.3 and 8.5 of RFP.</b></p>
<p>Clause 8.1.4: Preparation of Detailed Project Report (DPR):</p>	<p>Assessment of Current Status of IT: Critical evaluation of existing applications and IT infrastructure and the gaps in supporting the future vision should be assessed. Given this requirement, it would be</p>	<p>The agency has asked whether there is any specific number of applications that needs to be evaluated as they understand that there could be new/additional applications joining the group during the BPR exercise especially from States/UTs.</p>	<p><b>While the MWCD and many States are functioning on Public Financial Management System (PFMS) platform, some of the States/UTs are functioning on Integrated Financial Management System (IFMS) platform. Some States/UTs are using different applications for financial management. Exact number of existing applications need to be evaluated can be ascertained during As-Is studies by the Consulting Agency.</b></p>

	necessary to involve stake holders where such applications are in reasonable use. In case multiple applications are in use, a comprehensive criteria for qualifying such applications would need to be defined along with a functional gap assessment so that the same could be considered for reengineering select software application(s), especially where investments have already been made by the States/UTs in getting these developed through NIC or a third party vendor.		
Clause 8.2.1, point d, page 25	As-Is Assessment: d. Analysis of data collected during field study and stakeholder consultation.	They have requested to provide the sample size and details of field units to be studied. Also requested to clarify: who would be bearing the travel etc cost for these field unit visits.	<b>Most of the States/ UTs/ Implementing Agencies have already collected and digitized beneficiary data which can be used by the Consulting Agency for analysis without travelling to field units. In exceptional cases, if the Consultant(s) are required to travel to States/UTs, the Ministry shall bear the expenditure on actual basis limited to economy class for travel by air and Second Class AC in case of journey by train.</b>
Section 8.2.1(f)	Compilation of information of ICT infrastructure in terms of networks, hardware, application etc. in the Ministry and also with implementing Agencies located throughout the country, which are to be covered under this Project.	The agency has requested details on number of locations/offices, the Ministry wishes to be covered for doing the as-is study.	<b>The Consulting Agency will be required to assess ICT infrastructure in terms of networks, hardware, application etc. in the Ministry and also with the States/ UTs/ implementing Agencies down to District Level.</b>
Clause 8.2.1, point l, page 25	As-Is Assessment : l. Assessment of the statutory requirements, provisions, legal framework, policies, rules and norms	The Agency has stated that the consulting firms cannot provide legal advice / assessment. Therefore, they have requested to get the same conducted by the legal division of the Ministry.	<b>ACCEPTED</b> <b>The Consulting Agency will not be required to provide legal advice/assessment.</b>
Clause 8.3.1, page 27 of	Development of Technical Requirements and Solution	They have requested to change the clause to the following:	<b>ACCEPTED.</b>

the RFP	Design It should be kept in mind that the end solution proposed by the SI Bidders is the responsibility of the Consulting Agency and hence it should not be left to any interpretation or open speculation of the bidders.	"It should be kept in mind that the end solution proposed by the SI Bidders should comply with the RFP published by the Ministry"	
Clause 8.3.1, point d, page 28 of the RFP	Development of Technical Requirements and Solution Design Data Digitization	As per the existing clause it seems to the Agency that the Consultant is solely responsible for the activities listed in this clause. Further, they have mentioned that the consultants are to assist the Ministry in getting these tasks executed, however the decisions on various aspects of this clause or other aspects of the scope shall reside with the Ministry. Therefore, they have requested to incorporate that for all the activities under the project required approvals from Ministry should be taken.	<b>ACCEPTED</b>  <b>The Consulting Agency shall obtain approval of Ministry for all the activities, which require intervention or specific approval of the Ministry, under the project.</b>
Clause 8.3.1, point e, page 28 of the RFP	Development of Technical Requirements and Solution Design e. Site Preparation: The site preparation requirement should be assessed by the Consulting Agency and it should include amongst other things specifications for earthing and power back-up requirements. Consulting Agency should carry out the optimum cost analysis of procuring items like modular furniture, flooring, roof etc. by the SI versus procuring it separately.	They have requested to specify the number of sites for which this task is to be done and also to elaborate on this in scope of work	<b>The Consulting Agency shall be required to assess site preparation requirement for MWCD at Delhi only. The Consulting Agency may recommend ideal site preparation requirements for guidance of the States/UTs/Implementing Agencies.</b>
Clause 8.5.1,	Project Management & Change	They have requested to elaborate on the scope	<b>The annual audit, user survey and periodic assessment to ensure compliance to standards, guidelines and security requirements are to be done remotely from Delhi</b>

point I, page 30 of the RFP	Management Support Audits, Assessments and Surveys: Assist in annual audits and user surveys as may be reasonably aligned with the objectives of the Service Delivery needs of the Ministry. Also ensure that periodic assessments are done to ensure compliance to standards and guidelines, Security Requirements, Capacity Management and such other planned tasks.	and provide the number of surveys to be conducted. Also wanted to know who would bear the travel cost for the same.	<b>as far as possible. The Consulting Agency may identify problem areas based on quality of data/reports and undertake field visits to resolve the problems, in consultation with MWCD. The travel cost of such visits shall be reimbursed by MWCD on actual basis limited to economy class for travel by air and Second Class AC in case of journey by train.</b>
Clause 8.6.2, point c, page 32 of the RFP	Performance Testing c. The Consulting Agency shall use the test cases to test and report whether the application/system performs optimally as per the Technology and Performance SLA criteria stated in the RFP. While the SI would be responsible for providing tools required to perform this audit yet in case the Consulting Agency finds such tools to be insufficient in meeting its objectives it would be required to bring in customized tools from its own inventory. The tools which have been proposed by bidder in the technical criterion shall be used while performing this audit.	The Agency has requested to amend the clause to the following: "The Consulting Agency shall review the test cases to test and report whether the application/system performs optimally as per the Technology and Performance SLA criteria stated in the RFP. While the SI would be responsible for providing tools required to perform this audit yet in case the Consulting Agency finds such tools to be insufficient in meeting its objectives, the SI would be required to bring in customized tools from its own inventory. The tools which have been proposed by bidder in the technical criterion shall be used while performing this audit."	<b>ACCEPTED</b> <b>The clause 8.6.2, point c (page 32 of the RFP) stands amended accordingly.</b>
Section 8.6.3 - Security audit - sub point no. b,	The Consulting Agency would be responsible for preparing a detailed audit plan consisting of test cases for performing Security & Implementation	They have requested to clarify what test cases are being referred here.	<b>The MIS will store and handle sensitive personal information of beneficiaries of DBT schemes which include their name, address, Aadhaar number, mobile number, bank account number, etc. The security and performance audit should particularly focus on maintaining data integrity and test vulnerability of the database.</b>

Page no. 32	Audit.		
Section 8.6.3 - Security audit - sub point no. e, Page no. 33	While the primary responsibility of providing tools for testing rests with the SI, in case the Consulting Agency finds such tools to be insufficient for meeting its objectives then it may use those proposed by it in its Technical Proposal. The MWCD shall not be asked to provide any tools required for the audit.	They have requested to amend the as follows:  Consulting agency may use its own tools for conducting security audit based on mutual discussion with MWCD and SI.	<b>ACCEPTED</b>  <b>Section 8.6.3 - Security audit - sub point no. e (Page no. 33) of RFP stands modified accordingly</b>
Clause 8.6.3 & 8.7	Security Audit & Performance Monitoring and Audit by TPA	Through these sections, it appears to the Agency that conducting security audit is part of scope of Consultant. However it has been proposed that security audit should be conducted by an independent party ensuring no conflict of interest. The consultant would assist the department in selection of this independent agency for conducting security audit.	<b>The dedicated personnel for TPA activities to be provided by the Consulting Agency will conduct performance monitoring and security audit of the MIS developed by the SI. Therefore, the issue of conflict of interest does not arise.</b>
Clause 8.7 Performance monitoring and audit by TPA, Page no. 33 of the RFP	Performance monitoring and audit by TPA The Consulting Agency is required to provide dedicated manpower [hereinafter referred to as Third Party Auditor (TPA)] for various periodic audit activities, monitoring of SLA parameters as per the Agreement and provide suitable manpower for functional and security audit of the software.	They have requested to clarify the no. of manpower bidder is expected to deploy for TPA activities.	<b>The MWCD expects the Consulting Agency to deploy at least two personnel for TPA activities during the period of contract. However, during initial phase of performance monitoring, additional manpower may need to be deployed.</b>
Clause 8.7 ,point b, Page no. 33 of the	Performance monitoring and audit by TPA The agreement can be extended for a further period	They have requested to modify this as below:  The agreement can be extended for a further period of one year on the mutually agreed terms	<b>ACCEPTED</b>  <b>Clause 8.7, point b (Page no. 33 of the RFP) stands amended accordingly</b>

RFP	of one year on the same terms and conditions.	and conditions.	
Clause 8.7 - Point no. d : Inventory- Sub point iii, Page no. 34 of the RFP	Performance monitoring and audit by TPA TPA audit would include maintenance of an inventory register to have office location wise equipment list, including hardware and software. TPA audit would also include updating inventory register in event of any changes in the inventory.	They have requested to modify this as below:  SI would be responsible to for maintenance of inventory register to have office location wise equipment list, including hardware and software. SI would be response for updating inventory register in event of any changes to the inventory.  TPA audit would include verification if the SI has maintained an updated inventory register and updated the inventory in event of any changes.	<b>Clause 8.7 - Point no. d : Inventory- Sub point iii, (Page no. 34 of the RFP) is modified as under:</b>  <b>SI would be responsible for maintenance of inventory register to have office location wise equipment list, including hardware and software. SI would be responsible for updating inventory register in event of any changes to the inventory.</b>  <b>TPA audit would include verification if the SI has maintained the inventory register and updated the inventory in event of any changes.</b>
Clause 8.7 - Point no. e :SLA Monitoring audit-Sub point h, Page no. 35 of the RFP	Performance monitoring and audit by TPA TPA audit would also include site inspection to verify those parameters of the SLA which cannot be monitored using Software Tools. These site visits would be done for at least 5% of the sites per quarter.	They have requested to clarify the total no. of sites and also on the process to be considered for site selection.	<b>The TPA would be required to inspect the sites located at State/UT Directorates / Headquarters, concentrating on problem areas first for site selection.</b>
Clause 8.7 - Point no. j:Security audit- Sub point ii, Page no. 35 of the RFP	Performance monitoring and audit by TPA TPA would perform the penetration testing and vulnerability testing on the system.	They have requested to clarify if TPA would be required to carry out intrusive/ non-intrusive penetration testing.	<b>Given the sensitive personal data maintained and handled by the MIS, which include name, address, Aadhaar number, mobile number, bank account number, etc. of DBT scheme beneficiaries, the TPA would be required to carry out intrusive penetration testing.</b>
Clause 9: Deliverables & Timelines, page 36 of the RFP	Deliverables & Timelines	They have stated that the table provided is not in sync with the scope and timelines defined in the earlier sections of the RFP. Therefore, they have requested to amend this including the scope aspects such as DPR, TPA etc. along with timelines.	<b>As clarified below</b>
Section 9 - Deliverables &	Deliverables & Timelines	The agency has requested the details on the deliverables and timelines expected by MWCD for	<b>The revised phase-wise deliverables and timeline are as under:</b>

Timelines, Page no. 36 of the RFP		TPA activities. They also mentioned that the existing timelines for 12 months period with multiple activities and such a wide scope doesn't seem to be implementable. For example As-Is in 4 weeks covering the assessment of States too may not be feasible and would require at least 3 months. Further Phase-II wherein to be state is to be decided along with the preparation of RFP would require another 6 months. Also bid process management period of 1.5 months is also very conservative. Further, delays or time taken for approval by MWCD has also not been factored into in these timelines. Another important aspect of delays by the SI has not been considered which will have impact on the consulting agency too as per the given timelines and the format in which financials are requested.	<p><b>Phase-I (Preparation of DPR) : 8 weeks</b>  <b>Phase-II (Preparation of BPR) : 8 weeks</b>  <b>Phase-III (Development of Technical Requirement and Solution Design) : 8 weeks</b>  <b>Phase-IV (Bid Process Management) : 8 weeks</b>  <b>Phase V (User Acceptance Testing, Performance Testing &amp; Security Audit) : 20 weeks</b>  <b>Phase VI (Go-Live : Project Management &amp; Change Management) :10 weeks</b>  <b>Phase VII (Project Appraisal and Future Roadmap Report) : 4 weeks</b>  <b>Total :66 weeks</b></p> <p><b>The timeline does not include time taken by MWCD for approval/acceptance of deliverables.</b></p> <p><b>Clause 9 of RFP stands amended accordingly.</b></p>
Clause 9: Deliverables & Timelines,pag e 36 of the RFP	Deliverables & Timelines	Rollout is provided before UAT i.e. phase IV is before phase V. They have requested to clarify this.	<b>Deliverables and timeline modified as above.</b>
Clause 9: Deliverables & Timelines	There are 6 phases defined, all ending in 56 weeks	As per the scope of work, the consultants shall be deployed for 30 months responsible for As-Is study, To-Be, RFP Preparation, Bid Management, Monitoring and Reporting till 2 yrs from Go-live. Hence they have proposed that the phase and deliverables need to reflect the same. Deliverables & Timelines proposed by the Agency are in Annexure A.	<b>The phase-wise timeline has been revised as above.</b>
Clause 9: Deliverables & Timelines	Phase IV: Successful country wide rollout, Phase-V: User Acceptance Testing, Performance Testing and Security Audit	Typically, Phase V: User Acceptance Testing precedes Phase IV: Successful Country wide rollout. Proposed Deliverables & Timelines are in Annexure A.	<b>Deliverables and timeline modified as above.</b>
Clause 10: Payment	Payment Schedule (Linked to performance and achieving	Payment milestones are till 56 weeks whereas the contract is till 30 months. Hence, it has been proposed that payment milestone should be	<b>Payment schedule is linked to successful completion of phase deliverables and revised as under:</b>



Schedule	milestones)	extended. It has also been proposed that the payments of consultant should be linked to performance of consultants only, it shouldn't be linked to performance of IA, else it will create conflict of interest.	<table border="1"> <thead> <tr> <th><b>Phase</b></th> <th><b>Billable fee (as % of contract value)</b></th> </tr> </thead> <tbody> <tr> <td><b>Phase-I</b></td> <td><b>10%</b></td> </tr> <tr> <td><b>Phase-II</b></td> <td><b>10%</b></td> </tr> <tr> <td><b>Phase-III</b></td> <td><b>10%</b></td> </tr> <tr> <td><b>Phase-IV</b></td> <td><b>10%</b></td> </tr> <tr> <td><b>Phase V</b></td> <td><b>20%</b></td> </tr> <tr> <td><b>Phase VI</b></td> <td><b>30%</b></td> </tr> <tr> <td><b>Phase VII</b></td> <td><b>10%</b></td> </tr> </tbody> </table>	<b>Phase</b>	<b>Billable fee (as % of contract value)</b>	<b>Phase-I</b>	<b>10%</b>	<b>Phase-II</b>	<b>10%</b>	<b>Phase-III</b>	<b>10%</b>	<b>Phase-IV</b>	<b>10%</b>	<b>Phase V</b>	<b>20%</b>	<b>Phase VI</b>	<b>30%</b>	<b>Phase VII</b>	<b>10%</b>
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Clause 10, page 36 of the RFP	Payment Schedule (Linked to performance and achieving milestones)	The agency has mentioned as below: The payments are linked to the performance of the SI and the approvals to be taken from MWCD. Further, since the scope is also very wide with not much clarity & stringent timelines, would request you to make the payments on Time and material basis i.e. payment for actual man-months efforts on monthly basis. Accordingly would request you to amend the 'Financial Bid Template (refer form 2 on page 53 of the RFP) and ask only for man-month rates in the price bid.	<b>As clarified above, time taken by MWCD in acceptance/approval of phase deliverables will be in addition to the time available for completion of the phase. The Consulting Agency or the System Integrator will not be penalised for time overrun on account of delay, if any, on the part of MWCD.</b>																
Clause 13, page 37 of the RFP	Downstream Work The Consulting Agency shall be required to continue providing services to the MWCD during development and maintenance phase of the MIS and the period of hiring shall be co-terminus with the hiring period of Implementing Agency for development of MIS.	The agency has stated as: The timelines for the entire scope of this RFP is not provided clearly and is different at different places. Would request you to please provide the timelines and associated deliverables for the entire contract duration.	<b>Deliverables and timeline modified as above.</b>																
Project Contract timelines /	<ul style="list-style-type: none"> <li>•Performance guarantee (refer clause 5.4 on page 17 of RFP states the validity period as 36 months</li> <li>•Performance monitoring and Audit by TPA (refer clause 8.7 on page 33 of the RFP: TPA</li> </ul>	The timelines for the project in the RFP is not clear to the Agency. Therefore, they have requested to provide the detailed timelines for the project	<b>Deliverables and timeline modified as above.</b>  <b>The TPA shall perform monitoring and evaluation of the MIS for a period of 24 months from successful country-wide rollout of MIS</b>  <b>The contract period of MWCD with the Consulting Agency shall be for 34 months</b>																

	<p>shall perform the services for a period of 24 months from State-wide- rollout of MIS developed by SI</p> <ul style="list-style-type: none"><li>•Deliverables &amp; Timelines (refer clause 9 on page 36 of RFP): the timelines are provided only upto 12 months</li><li>•Downstream work (refer clause 13 on page 37 of the RFP): It states that "The Consulting Agency shall be required to continue providing services to the MWCD during development and maintenance phase of the MIS and the period of hiring shall be co-terminus with the hiring period of Implementing Agency for development of MIS".</li><li>•Clause 8.1.12 on page 25 of the RFP states that "These costs should be categorized into capital and operational expenditure over a five years operation period based on approximate market values."</li></ul>		<p><b>initially, extendable upto another 18 months, if necessary.</b></p> <p><b>Relevant clauses of the RFP stands amended accordingly.</b></p>
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