

Selection of Software Development/Implementing Agency for COTS Based HRMS project in Rural Development Department in Bihar

**Minutes of Pre-Bid Meeting**

**Project Title:** “Selection of Software Development/Implementing Agency for COTS Based HRMS project in Rural Development Department in Bihar”

**Place:** O/o Secretary Rural Development Department Govt of Bihar Old Secretariat, Patna – 800 001

A pre-proposal meeting for the above assignment was held in the in Patna dated 6/08/2014 at 3:30 PM . Secretary, Rural Development Department briefed the participants about the project and deliberated on the functional requirement, standards, scope of work, manpower to be supplied etc. for the project.

Bidders should take note of the following points –

1. The queries received from prospective bidders and responses thereof are provided separately. **Corrigendum II** has been published along with responses to the queries.
2. No proposal would be evaluated without the cost of RFP document & EMD.
3. Bidders have to submit the proposal in accordance to the RFP , **Corrigendum II** of the RFP.
4. Eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals and detailed technical evaluation would be taken up in respect of only those bidders, who meet the prescribed eligibility criteria.
5. **Final Date for Submission of bids – September 2<sup>nd</sup>, 2014.**
6. Place of Submission – As per the address mentioned in the RFP

Sd/-

No. –

S.M.Raju IAS  
Secretary  
Rural Development Department,  
GoB

**Enclosure:**

1. Response to Pre-bid queries
2. **Corrigendum II**

<b>Pre-bid Queries Response for Selection of Software Development/Implementing Agency for COTS Based HRMS project in Rural Development Department in Bihar Date of Pre-bid : 06/08/2014 time 3:30 PM</b>				
Sr.	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring clarification	Bidders Points of clarification	BRDS Response
1	3.2.2. General Mandatory Requirement of the HRMS solution to be offered. (Page no. 11)	Solution provided by OEM should be based on open technologies like JAVA and these should follow Open Standards. The complete solution proposed must be SOA compliant.	We understand that you require COTS based solution and it is mentioned explicitly that - <b>Solution based on Open Source will not be accepted.</b> But in this clause you are asking OEM for Open Technology. This is creating ambiguity. Kindly Clarify that Open technology is not open source.	The complete solution proposed must be SOA compliant. Solution based on Open Standard Only be accepted.
2	4. Section III: Pre-Qualification Criteria of Bidders (Page no. 18)	F. The Bidder (Lead Bidder in case of a Consortium) company must be minimum Average annual Turnover of Rs. 25 Crores (As on 31st March 2013) in the last 3 financial years from IT business only, as evidence by the audited accounts of the company.	We suggest that the financial capability of the company would be playing a vital role in this project, so please change this criteria by increasing the Average Annual Turnover from IT/Ites to at least <b>50 Crores.</b>	<b>No Change , As per RFP</b>
3	4. Section III: Pre-Qualification Criteria of Bidders (Page no. 19)	J. The bidder (Lead Bidder in case of consortium) must have prior experience of working on at least two (2) COTS based HRMS implementation project for any Indian e-governance Project anywhere in India. Each project must be worth at least Rs. 2.00 Cr.	We request you to kindly allow experience of bespoke based/ e-Governance HRMS Implementation project experience also in the bid. This will ensure wide participation of capable vendors. Kindly amend the clause as under: The bidder (Lead Bidder in case of consortium) must have prior experience of working or current working experience on at least One (1) COTS/ bespoke based/ e-Governance HRMS implementation project for any Indian e-governance Project anywhere in India. Project must be worth at least Rs 2.00 Cr.	<b>Refer to Corrigendum II</b>

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4	5.8. Marking Criteria: (Page no. 21)	3. The bidding firm / company should have Developed, Implemented and maintained COTS Based HRM working software portals which have been supported, maintained for minimum three (3) years. Project Value not less than 2.00 Cr. >10 projects = 10 >=8 projects = 08 >=4 projects = 04	The No. of projects in HRMS mentioned here is too high and very few companies only will have. However, experience in Software projects is very critical here. Therefore we request you to please change this to - " <b>Bidder must have experience in providing Post Implementation support to software projects for at least 3 years in Govt. Dept / Ministries / ULB / PSU after successful Go-Live. 2 Marks for each Project. (Maximum of 5 Projects)</b> "	<b>Refer to Corrigendum II</b>
5	5.8. Marking Criteria: (Page no. 21)	4. At least one of the implemented HRM site should have minimum order value of 200 Lakhs, which should have been supported, maintained for minimum three (3) years and used by minimum ten site offices. Max 5 Project Considered. Project executed in Government department, PSU's Urban Local Bodies in India or State govt only. >7000 Employee = 10 Marks Project with >5000 Employee = 4 Marks	We suggest to change the criteria as follows: Bidder must have implemented at least One (1) COTS based project in HRM in Govt depts./ PSU / ULB that should have at least 5000 employees. Project executed in Government department , PSUs ,Urban Local Bodies in Indian or State govt only. 5 Marks for project with 5000 to 10000 employees; 10 Marks for project with >10000<25000 employees; 15 Marks for project with >25000<50000 employees; 20 Marks for project with > 50000 employees.	<b>Refer to Corrigendum II</b>
6	5.8. Marking Criteria: (Page no. 22)	7. Quality certification: ISO 9001:2008 + 27001 and CMMI level 5 = 5 Marks ISO 9001:2008 + 27001 and CMMI level 3 = 3 Marks	We suggest you to change the criteria to ISO 9001:2008 + 27001 and CMMI level 3 = 5 Marks ISO 9001:2008 + 27001 and CMMI level 2 and lower = 3 Marks	<b>Refer to Corrigendum II</b>
7	General Query	About HRM and Payroll Software Deployment	1. Where is it going to be deployed ? 2. How many number of end users ?	<b>Refer to Corrigendum II</b>
8	General Query	Integration with BRDS is required.	Kindly provide the detail of the existing system like - the services offered, technology used etc.	The present solution and technologies is SOA complaint and should follow open standards rules and also support web compliance. BRDS will provide support for integration of COTS HRMS software with Current Website of RDD/BRDS

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9	7.1. Earnest Money Deposit (Page no. 26)	The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of a DD drawn in favour of "CEO, BRDS" Payable at Bihar for Rs. 5,00,000/- (Five Lakhs only). Offers, which are not accompanied with EMD, will be summarily rejected. Unsuccessful Bidder's EMD as will be discharged / refunded as promptly as possible.	Please allow BG in the form of EMD	Bank Guarantee in standard Nationalised /Scheduled Bank the from of EMD also be accepted
10	7.8. Payment Schedule: (Page no. 28)	A. Software Development and implementation Charges 1. No Advance payment shall be made. 2. 20% on Successful System Study. 3. 50% on Delivery and verification of COTS Licenses. 4. 20% on Installation, commissioning. 5. 10% against Bank Guarantee.	Request to modify 1. 10% Mobilisation 2. 20% on Successful System Study. 3. 50% on Delivery and verification of COTS Licenses. 4. 10% on Installation, commissioning. 5. 10% against Bank Guarantee.	No Change , As per RFP
11	7.8. Payment Schedule: (Page no. 28)	Data entry Work One Time: a. No Advance payment shall be made. b. 100% on Successful Delivery (Original, Duly sealed & signed), after receipt of duly acknowledged delivery challan(s) and invoice(s) on pro data basis.	How much data needs to be ported/Migrated? Is it master data and /or operational data? Please provide us approximate no. of pages.	No Change , As per RFP and Service record of each employee
12	7.10. Penalty Clause (Page no. 29)	If the Solution Provider is not executing the contract to the satisfaction of the Society then the Society may invoke any or all of the following clauses. i. Forfeit the Security Deposit or ii. Terminate the contract without giving any notice.	Request to amend this clause to: Before forfeiting the security deposit or terminating the contract, department may give the prior notice on non-satisfaction of the work and ask for the explanation from the solution provider.	<b>Refer to Corrigendum II</b>

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13	7.11. Termination for Default (Page no. 29)	<p>The Society may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Solution Provider, terminate the Contract in whole or part:</p> <p>i. If the Solution Provider fails to deliver any or all of the Software solutions within the period(s) specified in the Contract,</p> <p>ii. If the Solution Provider fails to perform as per the performance standards.</p> <p>iii. If the Solution Provider, in the judgment of the Society has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	<p>Request to change the clause to: Before termination of contract, the department must ask for written explanation from the solution provider. i.e. The solution provider be allowed to write about problem faced, directly to the department so as to take the necessary action by the department for resolving issues. Please also define the standard of performance.</p>	<b>Refer to Corrigendum II</b>
14	1. SECTION – I RFP DATASHEET (Page no. 5)	<p>5. Date and Time for Submission of Bids August 28th, 2013 @ 3:00 PM</p>	<p>Request you to extend the Submission of the Bid by atleast 3 Weeks to September 18th, 2014 @ 3:00 PM</p>	<b>Refer to Corrigendum II</b>

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15	General Query	Contact Agreement	<p>Request to incorporate in the contact agreement: 1.1. ForceMajeure</p> <p>a. Neither Party to this MSA or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due directly to the extent and for the duration of any cause beyond the reasonable control of the Party ("Force Majeure") events such as, but not limited to, acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.</p> <p>b. The Party seeking to rely on Force Majeure shall promptly, within 7 (seven) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of ForceMajeure.</p> <p>c. In the event the Force Majeure substantially prevents, hinders or delays the Software Development Agency's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 5 days, the Purchaser may declare that an emergency exists. However, when the situation arising out of Force Majeure comes to an end in the assessment of Purchaser, the following conditions shall apply:</p> <p>i. Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end the Software Development Agency shall resume normal activities under the Agreement immediately. The Purchaser, if it considers it necessary, may grant</p>	<b>Refer to Corrigendum II</b>
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			<p>an extension of time to the Software Development Agency for resuming normal activities under this MSA. If the Software Development Agency does not resume normal activities immediately or within the extended period, if any, granted by the Purchaser, the Purchaser will have the option to invoke the Performance Guarantee, and obtain substitute performance from an alternate supplier at the cost of Software Development Agency and/or terminate this MSA.</p> <p>ii. Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Software Development Agency shall resume normal services under this MSA immediately. The Purchaser, if he considers it necessary, may grant an extension of time to the Software Development Agency for resuming normal services under this MSA.</p> <p>d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).</p> <p>e. Notwithstanding the terms of this Article, the failure on the part of the SDA under the MSA or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure. The cost for any disaster contingency planning and back-up and other data safeguards shall be shared between the Parties in equal proportion.</p> <p>1.2. Dispute Resolution Any dispute arising out of or in connection with the Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule of this MSA. Any dispute or difference whatsoever arising between the Parties to this MSA out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof,</p>	
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			<p>which cannot be resolved through the application of the provisions of the Governance Schedule, shall be dealt in accordance with the provisions set forth herein.</p> <p>1.3.Arbitration Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed mutually by the Purchaser and SDA. In the event that Parties fail to agree upon the choice Arbitrator, such dispute, will be referred to sole arbitrator under Section 11 of Arbitration and Conciliation Act, 1966. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Patna, Bihar. Any legal dispute will come under Bihar State jurisdiction. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations (including payment of invoices) under this MSA without prejudice to a final adjustment in accordance with such award.</p> <p>1.4. Breach, Rectification and Termination In the event that either Party is in material breach of its obligations under this MSA or the SLA, the aggrieved Party may terminate this MSA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events: a. If there is material breach which translates into material default in providing Services by the SDA pursuant to the Agreement, continuously for more than 15 (fifteen) days, then the Purchaser, will serve a 30 (thirty) day notice to SDA for curing such breach.</p>	
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			<p>In case the breach continues after the notice period, the Purchaser will have the option to terminate the MSA at the end of the notice period.</p> <p>b. In case there is a delay of more than 60 (sixty) days in completion of the Implementation Phase I by the Software Development Agency, the Purchaser may terminate this MSA after affording a reasonable opportunity to the Software Development Agency to explain the circumstances leading to such a delay.</p> <p>c. The right of the Purchaser to terminate the MSA and the SLA pursuant to this Article 7.1 shall be without prejudice to any other rights and remedies available to the Purchaser including without limitation invoking the Performance Guarantee.</p> <p>1.5. Termination on other Grounds Without prejudice to any other rights and remedies available to the Purchaser, the Purchaser may serve written notice on SDA at any time to terminate this MSA with immediate effect in the following events:</p> <p>a. I</p> <p>b. In the event the SDA has merged, amalgamated such that the net worth of the surviving entity is less than that of SDA prior to such merger or amalgamation.</p> <p>c. In the event of bankruptcy of the Software Development Agency:</p> <p>i. S</p> <p>ii. C</p> <p>d. On termination of this MSA for any reason, the SLA shall automatically terminate forthwith and the Purchaser will decide the appropriate course of action.</p> <p>e. The termination provisions set out in Article V of this MSA shall apply to the SLA and “this MSA” used in this Article shall be deemed to refer to the SLA.</p> <p>1.6. Termination for Insolvency The Purchaser may at any time terminate the Agreement by giving written notice to the SDA, without compensation to the SDA, if the SDA</p>	
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			<p>becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.</p> <p>1.7. Termination for Convenience</p> <p>The Purchaser may, by prior written notice sent to the SDA at least 6 months in advance, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. In the event, the Purchaser is terminating the MSA for convenience during the Term of the MSA, the Purchaser shall pay to the SDA foreclosure charges calculated as equal to the stipulated service charges for the remaining unutilised/unexpired period of the Term of this Agreement</p>	
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16	Page No- 18, 4. Section III- Pre Qualification- Pt. H	H. The bidding firm / company should have Developed, Implemented and maintained at least four (4) HRM working software site portals. One of the implemented HRM site should have minimum 3000 employees which should have been supported, maintained for minimum three (3) years and used by minimum ten(10) site offices or branches in Government Sector or government PSUs or ULBs.	Kindly Change the clause to below as most of our partners are not meeting this criteria: The bidding firm / company should have Developed, Implemented and maintained at least 2 HRM working software site portals. One of the implemented HRM site should have minimum 3000 employees and having multiple locational offices.	<b>Refer to Corrigendum II</b>
17	REQUEST_FOR_PROPOSAL_v0 2, Page Number 33	Posts internal and external jobs to BRDS Internet site and intranet site with effective dates	Approx How many Regular & Contractual Employees get hired annually.	Not relevant queries with this project. We require HRMS and payroll for all staff working in RDD/BRDS.
18	REQUEST_FOR_PROPOSAL_v0 2, Page Number 34	Maintains exit interview information.	What's the mode of Exit Interview.	as per departmental Guidelines
19	REQUEST_FOR_PROPOSAL_v0 2, Page Number 36	Grievances can be viewed in summary format.	What's the Expectation from Envisaged ERP System.	No Change
20	REQUEST_FOR_PROPOSAL_v0 2, Page Number 36	Assigns different allowance packages to different groups of employees based on eligibility rules.	Total Number Of Regular Employees For Whom Payroll has to be Processed from System.	Not relevant queries with this project. We require HRMS and payroll for all staff working in RDD/BRDS.
21	REQUEST_FOR_PROPOSAL_v0 2, Page Number 36		Total Number Of Pensioners For Whom Payroll has to be Processed from System.	Not in this phase. But if BRDS required then SI will provide support and provides user licences of COTS HRMS application
22			What is the Payment Mode to Employees.	Cash/Cheque/DD/Electronic Transfer

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23			What is the Payment Mode to Pensioners.	Cash/Cheque/DD/Electronic Transfer
24			How many DDO's will be processing Payroll for Employees/Pensioners	Not relevant queries with this project. We require HRMS and payroll for all staff working in RDD/BRDS. Licence details given in financial format
25			If multiple DDO's, Are they using different TAN Numbers	Yes
26			What's the Cut-Off Date for Payroll Data Entry	25th of the month
27			Is there a provision of Off-Cycle Payroll Run also in the Current Process	No
28			What's the frequency of Arrear Payments	Once
29			Are Arrears also being Paid along with monthly salary or separately.	Salary
30	Section 3.4 (Page no.14)	Training could have multiple sessions as per the need and requirement of the project/application	Please provide number of employees to whom training is required to be given as multiple sessions can be defined on the basis of the same.	yes per departmental requirements

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31	Section 3.5.2 (Page no.16)	Qualifications for manpower: Having 3 Year Experience of Payroll MIS of Minimum 3000 Employee in COTS Applications	Please consider work experience on e-Governance and Bespoke Applications also.	<b>Refer to Corrigendum II</b>
32	Page No 11 SL No 2 Under General Mandatory Requirement of the HRMS solution to be offered (3.2.2.)	Application licenses should be Enterprise wide full use without any restriction on access/usage of any kind of functionality including read/write/update for all the users. The user licenses should be full and complete in all respects There should be a provision to create, modify, delete, enquire records and create transactions by each user. The bidders need to quote all the user licenses without any restrictions or limitations	We request you to amend the clause as: Core application users in HR department who will work for the organization should have full access to all the proposed modules without any restriction including read/write/update. Other users who will use the system only for their own purpose like Employee-Self-Service should have the rights as per the requirement mentioned in Functional Requirement Specification.	If a x BRDS/RDD employee is at a certain grade, he or she will have certain defined rights to access the HR system. In case if the HR licenses are not full use (i.e. licenses with all rights to read/write/update) for all the users, then if an employee gets promotion and his rights to access the HR system enhances, then the licenses will not allow him to do so. Hence it is crucial that the licenses provided should be of full use and should be unrestricted.
33			Also Please mention the number of core users for HRMS system and Employee Self Service.	<b>Refer to Corrigendum II</b>
34	-Page No 31 -Point No 9 (Annexure II: Functional Requirement Compliance ) -SI No 2 ( under MANDATORY COMPLIANCE POINTS FOR THE OFFERED COTSHRM SOLUTION OFFERED)	The Application OEM should provide unlimited/ life time Support for the Application (i.e.. OEM must support the software licenses provided in the scope of this RFP till the time the department wishes to use the licenses) and this declaration should be available in the public domain , authorised website of OEM etc. The objective is that OEM should not force the department for the product up gradations	We request you to kindly change the clause as under : The application OEM should provide perpetual license and will not force to upgrade to new version anytime in future.	The department may run the implemented HRMS application for minimum next 10 years. Hence the application OEM must certify that they will support the application version implemented and provide OEM Annual Technical Support /AMC for 10 years at a mutually agreed cost as may be required by the department and all <b>updates ,Upgrades, patches</b> should be provided during the Annual Technical Support /AMC period by OEMs.

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35	-Page No 31 -Point No 9 (Annexure II: Functional Requirement Compliance )  -Sl No 2 ( under MANDATORY COMPLIANCE POINTS FOR THE OFFERED COTSHRM SOLUTION OFFERED)	The COTS solution proposed should not have/use any Proprietary language	We request you to kindly change the clause as under : COTS solution should be developed on open standards .	The proposed solution must be SOA complaint and should follow open standards.
36	Page-10, Section 3.2 b)	b) Provide accurate and timely financial data.	Is there an existing Financial Accounting system that has to be integrated with this system ?	Out of this project scope
37	Page 11, Section 3.2.1 ii)	ii. Integration of HRM software to BRDS website. Users should be redirected and able to log in through the BRDS website only. The offered COTS solution should be user friendly and ready to implement and should be customised and configured as per structure and functioning process of BRDS.	What is the platform on which the BRDS website is built is there a requirement for Single Sign On ?	The present solution and technologies is SOA complaint and should follow open standards rules and also support web compliance w3c. BRDS will provide support for integration of COTS HRMS software with Current Website of RDD/BRDS
38	Page 11, Section 3.2.1 ii)	As above	Who would be responsible for making changes in the existing BRDS website ?	The present solution and technologies is SOA complaint and should follow open standards rules and also support web compliance. BRDS will provide support for integration of COTS HRMS software with Current Website of RDD/BRDS and provide the link from BRDS/RDD official portal
39	General		What is the Hardware infrastructure available for this project.	HRMS COTS Application host in State data centre of Bihar Located in BSEDC. Bandwidth ,Space , Servers , Security etc will be provided as per IT department guidelines.

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40	Page - 18 Clause 4 Section III Point J	J. The bidder (Lead Bidder in case of consortium) must have prior experience of working on at least two (2) COTS based HRMS implementation project for any Indian e-governance Project anywhere in India. Each project must be worth at least Rs 2.00 Cr.	Request you to modify the clause as "The bidder (Lead Bidder in case of consortium) must have prior experience of working on at least two (2) COTS based HRMS implementation project for any Indian e-governance Project anywhere in India. "	<b>Refer to Corrigendum II</b>
41	Page No 11 SL No 2 Under General Mandatory Requirement of the HRMS solution to be offered (3.2.2.)	Application licenses should be Enterprise wide full use without any restriction on access/usage of any kind of functionality including read/write/update for all the users. The user licenses should be full and complete in all respects There should be a pro	Core application users in HR department who will work for the organization should have full access to all the proposed modules without any restriction including read/write/update. Other users who will use the system only for their own purpose like Employee-Self-Service should have the rights as per the requirement mentioned in Functional Requirement Specification. Also Please mention the number of core users for HRMS system and Employee Self Service.	<b>Refer to Corrigendum II</b>
42	4. SECTION III: PRE-QUALIFICATION CRITERIA OF BIDDERS / Page 18	A. Number of members in a consortium shall be restricted to maximum two companies, each consortium partner must be an ISO 9001:2008 Certified Company/Organisation.	We would request for relaxing the criteria and replace with the following criteria: A. Number of members in a consortium shall be restricted to maximum two companies, Lead Bidder, in case of a consortium, must be an ISO 9001:2008 Certified Company/Organisation.	as per RFP
43	4. SECTION III: PRE-QUALIFICATION CRITERIA OF BIDDERS / Page 1	D. The Bidder (Lead Bidder in case of a Consortium) must have comprehensive experience in development and deployment of software and must be in the business of IT Services for at last 5 Years as per Company act 1956. Must have adequate experience of execution of similar projects (HRM Software) either in Government Sector or Govt PSUs	We would request for relaxing the criteria and replace with the following criteria's. The Bidder (D18) must have comprehensive experience in development and deployment of software and must be in the business of IT Services for at last 5 Years as per Company act 1956. Must have adequate experience of execution of similar projects (HRM Software) either in Government Sector or Govt PSUs	<b>Refer to Corrigendum II</b>

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44	4. SECTION III: PRE-QUALIFICATION CRITERIA OF BIDDERS / Page 18	G. The Bidder(Lead Bidder in case of a Consortium), should be profitable in during the last three financial years and Net worth of Company should be positive	With reference to the below mentioned published guidelines from DEITY, Govt of India; request you to keep only one parameter to check the financial health of the Company and that is the positive Net Worth of the <b>Company</b> . <a href="http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes">http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes</a>	<b>Refer to Corrigendum II</b>
45	Page No 11SL No 2 Under General Mandatory Requirement of the HRMS solution to be offered (3.2.2.)	Application licenses should be Enterprise wide full use without any restriction on access/usage of any kind of functionality including read/write/update for all the users. The user licenses should be full and complete in all respects There should be a provision to create, modify, delete, enquire records and create transactions by each user. The bidders need to quote all the user licenses without any restrictions or limitations	Kindly amend the clause as :Core application users in HR department who will work for the organization should have full access to all the proposed modules without any restriction including read/write/update. Other users who will use the system only for their own purpose like Employee-Self-Service should have the rights as per the requirement mentioned in Functional Requirement Specification. Also Please mention the number of core users for HRMS system and Employee Self Service.	<b>Refer to Corrigendum II</b>
46	7.10. Penalty Clause / Page 29	Penalty Clause	Request for a clause to cap the overall Penalty for the project at 10% of Contract Value	<b>Refer to Corrigendum II</b>
47		The bidding firm /company should have Developed, Implemented and maintained at least four (4) HRMworking software site portals. One of the implemented HRM site should have minimum 3000 employees which should have been supported, maintained for minimum three (3) years and used by minimum ten (10) site offices or branches in Government Sector or government PSUs or ULBs.	The bidder (Lead Bidder in case of consortium) should have successfully completed atleast one Trunkey project comparing with Software development during last five years from Central Government/Sate Government PSU should have minimum project value of 10 Cr. or The Bidder/Consortium partner should have implemented atleast One public Works Information Management System (PWIMS) should have minimum order value of 50 Lakhs.	<b>Refer to Corrigendum II</b>
48		Project Executed in Indian/State Government, Indian/State Government PSUs, State Government will be considered. Private, Global or overseas orders not considered.	Kindly consider <b>Reputed Organization, Global or overseas project also.</b>	No Changes ,as per RFP



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49		<p><b>Evaluation Criteria</b> Undertaken development and maintenance of software project for Indian Government Ministries / Departments / Undertaking and the project value not less than 200 lacs.</p> <p><b>Score evaluation</b> ≥ 5 projects = 20 3-4 projects = 15 02 projects = 10</p>	<p><b>Evaluation Criteria</b> The Bidder / Consortium Partner Should have developed and maintenance of software project for government department/ PSUs/ Urban Local Bodies / State Govt / Reputed Organization and the project value not less than 100 Lakhs.</p> <p><b>Score Evaluation</b> ≥ 4 projects = 20 3 projects = 15 02 projects = 10</p>	Refer to Corrigendum II
50	Request to add the points	Request to add this point in RFP	<p><b>Limitation of Liability-</b> Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) 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; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and 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 for the statement of work under which the claim arises</p>	Refer to Corrigendum II
51	Request to add the points	Request to add this point in RFP	<p><b>Confidentiality-</b> Bidder is allowed to used give the reference of this contract in other bid for meeting eligibility criteria, Confidentiality will survive till one years from the date of expiration/termination of contract</p>	Refer to Corrigendum II

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52	Request to add this point	Request to add this point in RFP	<b>Site Preparation-</b> Bidder will not be responsible for delays in case there is a delay in site readiness as per the roadmap and will be compensated in case of delay is beyond reasonable period. BRDS shall provide site readiness roadmap at the time of signing the contract. BRDS shall provide site readiness roadmap at the time of signing the contract.	Accepted
53	Request to add this point	Request to add this point in RFP	<b>Approval / Clearances-</b> Bidder will support in getting clearance with all the authorities but the prime responsibilities lies with Customer	Accepted
54	Request to add this point	Request to add this point in RFP	<b>Savings Clause-</b> 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 Bidders non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement.	<b>Refer to Corrigendum II</b>
55	Request to add this point	Request to add this point in RFP	<b>Deemed Acceptance-</b> Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	<b>Refer to Corrigendum II</b>

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56	Request to add this point	Request to add this point in RFP	<b>Change Order Clause-</b> 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 Bidder. bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services	<b>Refer to Corrigendum II</b>
57	Page No. 29 , Point no. 7.13	Taxes and Duties	<b>Taxes and Duties</b> The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties and levies as applicable up to the completion of job. Any increase in the taxes will be borne by BRDS and any decrease would be passed on to BRDS by the bidder	Accepted
58	Page No. 19 Point No. “o”	The bidder should not have been blacklisted by any State / Central Government in India for corrupt, fraudulent or any other unethical business practices or for any other reason. Bidder Should be submit the affidavit along with technical document.	The bidder should not be currently blacklisted by any State / Central Government in India for corrupt, fraudulent or any other unethical business practices or for any other reason. Bidder Should be submit the affidavit along with technical document.	<b>Refer to Corrigendum II</b>

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59	Page No. 29 , Point 7.10	<p>If the Solution Provider is not executing the contract to the satisfaction of the Society then the Society may invoke any or all of the following clauses.</p> <p>i. Forfeit the Security Deposit or ii. Terminate the contract without giving any notice.</p>	<p>If the Solution Provider is not executing the contract to the satisfaction of the Society fulfilment of the RFP/ Contract Terms then the Society may invoke any or all of the following clauses by giving 30 day redressal notice:</p> <p>i. Forfeit the Security Deposit or ii. Terminate the contract without giving any notice.</p> <p>In the event of termination by owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> <li>1. services rendered</li> <li>2. work in progress</li> <li>3. unpaid AMC's</li> <li>4. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</li> </ol>	<b>Refer to Corrigendum II</b>
60	Page No. 29 , Point no. – 7.11	<p>Termination for Default-Termination for Default</p> <p>The Society may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Solution Provider, terminate the Contract in whole or part:</p> <p>i. If the Solution Provider fails to deliver any or all of the Software solutions within the period(s) specified in the Contract,</p> <p>ii. If the Solution Provider fails to perform as per the performance standards.</p> <p>iii. If the Solution Provider, in the judgment of the Society has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	<p>Customer will pay the unpaid amount against all the assets supplied along with proportionate amount of services rendered in case of termination due to any reasons. In the event of termination by customer, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> <li>1. services rendered</li> <li>2. work in progress</li> <li>3. unpaid AMC's</li> <li>4. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</li> </ol> <p>There should be no recourse to blacklisting for any termination clause.</p>	<b>Refer to Corrigendum II</b>
61	Bid submission date extension request	Bid submission last date extension request	Kind request you to please extend the last date of tender submission by another 15 working days.	<b>Refer to Corrigendum II</b>

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62	Page No. 18 , Point 4. A	Number of members in a consortium shall be restricted to maximum two companies	Request you , not to allow consortium as this is the service integrated deal for application along with services & allowing consortium will not be the time bound solution , & there are lots of examples available about the failure of consortium deal like CCTNS , e-dist etc..	No Change, As per RFP
63	Page No. 18 , Point 4.E	CMMi Level 3	Request you to please amend it as CMMi Level 5 only , as this is the application bid and CMMi certify mainly the apps companies for better performance & excellent track record .	No Change, As per RFP
64	Page No. 26 , Point 7.1	EMD in shape of DD Only	Kind request you to please allow us to submit the BID along with EMD In shape of Bank Guarantee.	<b>Refer to Corrigendum II</b>
65	Section 3.4 (Page no.14)	Training could have multiple sessions as per the need and requirement of the project/application	Please provide number of employees to whom training is required to be given as multiple sessions can be defined on the basis of the same.	<b>Refer to Corrigendum II</b>
66	Section 3.5.2 (Page no.16)	Qualifications for manpower: Having 3 Year Experience of Payroll MIS of Minimum 3000 Employee in COTS Applications	Please consider work experience on e-Governance and Bespkoe Applications also.	<b>Refer to Corrigendum II</b>

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67	Section 4.J (Page no. 19)	III The bidder (Lead Bidder in case of consortium) must have prior experience of working on at least two (2) COTS based HRMS implementation project for any Indian e-governance Project anywhere in India. Each project must be worth at least Rs 2.00 Cr.	We request you to kindly allow experience of bespoke based/ e-Governance HRMS Implementation project experience also in the bid. This will ensure wide participation of capable vendors. Kindly amend the clause as under: The bidder (Lead Bidder in case of consortium) must have prior experience of working or current working experience on at least One (1) COTS/ bespoke based/ e-Governance HRMS implementation project for any Indian e-governance Project anywhere in India. Project must be worth at least Rs 2.00 Cr.	<b>Refer to Corrigendum II</b>
68	Section 5.8 Marking Criteria (Page no. 21)	The bidding firm / company should have Developed, Implemented and maintained COTS Based HRM working software portals which have been supported, maintained for minimum three (3) years. Project Value not less than 2.00 Cr.. >10 projects = 10 >=8 projects = 08 >=4 projects = 04	We request you to kindly amend this point as under: The bidding firm / company should have Developed, Implemented and maintained COTS/ bespoke Based/ E-Governance HRM working software portals which have been supported, maintained for minimum three (3) years. Project Value not less than 2.00 Cr.. >10 projects = 10 >=8 projects = 08 >=4 projects = 04	<b>Refer to Corrigendum II</b>
69	Page No 11 SL No 2 Under General Mandatory Requirement of the HRMS solution to be offered (3.2.2.)	Application licenses should be Enterprise wide full use without any restriction on access/usage of any kind of functionality including read/write/update for all the users. The user licenses should be full and complete in all respects There should be a provision to create, modify, delete, enquire records and create transactions by each user. The bidders need to quote all the user licenses without any restrictions or limitations	We request you to amend the clause as: Core application users in HR department who will work for the organization should have full access to all the proposed modules without any restriction including read/write/update. Other users who will use the system only for their own purpose like Employee-Self-Service should have the rights as per the requirement mentioned in Functional Requirement Specification.	<b>Refer to Corrigendum II</b>

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70	<p>-Page No 31 -Point No 9 (Annexure II: Functional Requirement Compliance ) -S1 No 2 ( under MANDATORY COMPLIANCE POINTS FOR THE OFFERED COTSHRM SOLUTION OFFERED)</p>	<p>The Application OEM should provide unlimited/ life time Support for the Application (ie. OEM must support the software licenses provided in the scope of this RFP till the time the department wishes to use the licenses) and this declaration should be available in the public domain , authorised website of OEM etc. The objective is that OEM should not force the department for the product upgradations</p>	<p>We request you to kindly change the clause as under The application OEM should provide perpetual license and will not force to upgrade to new version anytime in future.</p>	<p><b>Refer to Corrigendum II</b></p>
71	<p>-Page No 31 -Point No 9 (Annexure II: Functional Requirement Compliance ) -S1 No 2 ( under MANDATORY COMPLIANCE POINTS FOR THE OFFERED COTSHRM SOLUTION OFFERED)</p>	<p>The COTS solution proposed should not have/use any Proprietary language</p>	<p>We request you to kindly change the clause as under COTS solution should be developed on open standards .</p>	<p><b>Refer to Corrigendum II</b></p>
72	<p>-Page No 31 -Point No 9 (Annexure II: Functional Requirement Compliance ) -S1 No 2 ( under MANDATORY COMPLIANCE POINTS FOR THE OFFERED COTSHRM SOLUTION OFFERED)</p>	<p>Solution provided by OEM should be based on open technologies like JAVA and these should follow Open Standards. The complete solution proposed must be SOA compliant.</p>	<p>We request you to kindly change the clause as under : The proposed solution must be SOA compliant and should follow open standards.</p>	<p><b>Refer to Corrigendum II</b></p>