

RESPONSE TO QUERIES

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF EXPERIENCED FIRM FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF INTERACTIVE & INTEGRATED WEB APPLICATION OF PROPERTY AND EXPENSE MANAGEMENT SYSTEM FOR JTDCL

Ref. No. 417/2018 Dated : 31/05/2018

Date: 12th June, 2018

Sl. No.	Reference Section	Clause No.	Queries	Response
1.	Eligible Bidders	Clause 2.1.3 Page 7	<p>The Agency / Firm should have experience in minimum 2 similar project of in India or outside India for any organizations/registered entity. Work order/Completion certificate should be provided along with the bid document.</p> <p>Clarification Sought We assume that by similar projects, it is being meant as web application development projects. If not, please clarify on what is meant by similar projects.</p>	RFP Clause Prevails (Yes, Please refer ANNEXURE-1:- Scope of Services, Page - 19)
2.	Time Frame	Clause 2.9.1 Page 9	<p>System Software to be completed within 45 days from the date of Letter of Award.</p> <p>Clarification Sought The time line mentioned for development is very minimal for the project of this stature. Request you to increase timeline to 75 days.</p>	RFP Clause Prevails
3.	Training services	Clause 2.11 Page 10	<p>Users for training Please mention the number of users for whom training has to be initiated. Please mention whether the training will be done at single location or multiple locations? (if multiple locations,</p>	RFP Clause Prevails (Training will be at single location and will be finalised with the

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			please specify number of locations)	consultation of JTDCL)
4.	Module Details	Clause	Alert Functionality – SMS Please mention will bear the cost of SMS in the system, will the SMS gateway be provided for usage in this project?	Please refer Corrigendum - I
5.	Technical	Number of users	Please mention the number of concurrent users for this system	Please refer Corrigendum - I
6.	Technical	Hosting	Where shall the application be hosted	Please refer Corrigendum - I
7.	Schedule	Page 6	Bid Due Date We would request you to extend the date of submission by a period of 7 days so as to take into consideration all queries raised during prebid. Also, as it is hard copy submission, logistics need to be prepared with time in hand as well.	RFP Clause Prevails
8.	Section 2.1.7	7	To check the capability of the company to complete the task in said time lines bidder must be ready with POC for at least one or two modules. This will help JTDCL to check eligibility and capabilities of the bidder to deliver project with given timelines. Provide copy of proof in Technical Bid and will be considered for evaluation. As defined in the clause, the copy of POC as proof is required to be submitted along with the Technical Bid. The due date for bid submission is on 25-06-2018, we suggest that bid submission date may be extended by 2 -3 weeks to be ready with POC.	RFP Clause Prevails
9.	Section 2.9.1 &	9 10	The assignment of Design, Development, Implementation and Maintenance of Interactive & Integrated web application of	RFP Clause Prevails

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	Section 2.10.1		<p>Property and Expense Management System Software to be completed within 45 days from the date of Letter of Award.</p> <p>4 Nos. of Key Personnel profiles required.</p> <p>We understand that the JTDCL is looking for early deployment and use of solution, hence a stringent timeline of 45 days is kept for development of the solution.</p> <p>With our extensive experience in designing such a solution, we have the view that many more resources may be required. Therefore, we request for increasing the no. of key personnel to meet the time frame.</p>	
10.	Section 2.9.1 & Section 2.10.1	9 10	<p>The assignment of Design, Development, Implementation and Maintenance of Interactive & Integrated web application of Property and Expense Management System Software to be completed within 45 days from the date of Letter of Award.</p> <p>4 Nos. of Key Personnel profiles required.</p> <p>Further we request for clarification, on deployment of Key Personnel:</p> <p>a) If the key personnel are required Onsite during project implementation phase and their after during Maintenance phase of the Project</p> <p>b) If the Development team engaged for the project other than the identified key personnel are also required onsite</p> <p>c) If the key personnel are required onsite during the Maintenance Phase post deployment and Go-Live of Solution.</p>	<p style="text-align: center;">RFP Clause Prevails (Agency will be responsible for management of project and deployment of manpower as and when required)</p>

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11.	Section 2.13.1	11	<p>Penalty Clause: Amount of penalty for delay in completion (Go-Live) of project within 45 days as per scope of work and during project live, shall be decided by The JTDCL, Ranchi, whose decision shall be final and binding on the service provider.</p> <p>As a firm we are committed to meet the timelines while delivering quality solution. However, we request/suggest to provide clarity on the Penalty clause specifying the basis for calculation of Penalty amount.</p> <p>We understand that the delays at the end of the JTDCL in decisions, approvals/sign-offs etc. shall be factored while determining the penalty. Please clarify.</p>	RFP Clause Prevails
12.	Section 4.5.3	17	<p>The Bidder quoting the lowest Service Fee (L1) shall be the Selected Agency</p> <p>We understand that JTDCL desires a robust solution to cater its need. Also believe that JTDCL has therefore mandated POC in the Technical Bid. We suggest considering QCBS method for evaluation of the Bids and Selection of quality service provider. Therefore, we suggest ratio of Technical: Financial to be 80:20.</p>	RFP Clause Prevails

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13.	Appendix-VI- Format for Financial Proposal Point 3 In reference to Section 3.2.1	30 & 12	<p>I/ we agree that my/our Financial Bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date prescribed for submission of Bid.</p> <p>The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("Proposal Validity Period"), in the format set out in Appendix-I. JTDCL reserves the right to reject any Proposal that does not meet this requirement.</p> <p>We understand that the Bid Validity is 180 days and validity of Financial Bid is for 60 days from the Bid Due Date prescribed for submission of Bid.</p> <p>Please clarify post expiry of the Financial Bid (between 60 days and 180 days) how the financial bid would be determined.</p>	Please refer Corrigendum - I
14.	Annexure – I Scope of Services Point D. Technical Details	23	<p>To run the application successfully on the network Web Server/ Application Server/Database Server/Mail Server etc. will be hosted in the JTDCL Data Center/other location for all application:</p> <p>a) Operating System on server: Windows NT/ UNIX b) Database: MSQL Community Server 5.6 c) Web Server: Apache Tomcat 7.X or higher version. d) · Languages: JAVA (JDK V7), HTML 5.0, CSS 3, JAVA</p>	Please refer Corrigendum - I

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			Spring We request to clarify, if there are any existing system. If so kindly provide the technology stack details. If yes, additionally let us know, if the existing system is to be leveraged and Migration of existing data is included in the scope of work for the Selected bidder.	
15.	New Clause	N.A	New Clause : Limitation of Liability We suggest to include the below clause: Limitation of Liability: JTDCL shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. JTDCL shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	RFP Clause Prevails
16.	New Clause	N.A	New Clause : Report We suggest to include the below clause: Any information, advice, recommendations or other content	RFP Clause Prevails

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			of any reports, presentations or other communications EY provide under this Agreement (“Reports”), other than JTDCL Information, are for JTDCL internal use only (consistent with the purpose of the particular Services) including JTDCL board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. JTDCL may not rely on any draft Report and EY shall not be required to update its Final Report.	
17.	New Clause	N.A	<p>New Clause : Confidentiality</p> <p>We suggest to include the below clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.</p> <p>Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,</p> <p>(c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or</p>	RFP Clause Prevails

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			(e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement	
18.	New Clause	N.A	<p>New Clause : Intellectual Property Rights</p> <p>We suggest to include the below clause: Selected Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Selected Bidder own in performing the Services. Notwithstanding the delivery of any Reports, Selected Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Selected Bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, JTDCL may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	RFP Clause Prevails
19.	New Clause	N.A	<p>New Clause: Termination</p> <p>Selected Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to JTDCL if Selected Bidder reasonably determine that Selected Bidder can no longer provide the Services in accordance with applicable law or professional obligations.</p>	RFP Clause Prevails
20.	In Annexure-1,	Section-D	“Technical Details” it is stated language as “JAVA”. Is the programming to be done only in JAVA or other programming languages like PHP or Dot-Net are allowed? Other	Please refer Corrigendum - I

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			programming languages should be allowed so that this RFP is not “restrictive” and gives the vendors a fair opportunity to compete.	
21.	Section-2.9 & 2.13		The time frame of “45 days” refers to 45 calendar days (which includes non-working days like Sun) or 45 Business or working days (which excludes non-working days like Sun).	RFP Clause Prevails (45 Calendar Days and refer clause 2.9 Time Frame)
22.	Section-2.13 (Page -7)		Experience in minimum 2 similar project (2.13 Page -7) only government projects or projects of any organization/registered firms are valid.	RFP Clause Prevails (Please refer clause 2.1.3)
23.	Section-2.1.7 (Page -7)		When we will have to demonstrate the POC for at least one or two modules	RFP Clause Prevails (Please refer clause 2.1.7)
24.	Experience of Bidders		Is there any benefit in selection process for the company having their registered office in Ranchi for Last 5+ Years?	RFP Clause Prevails (Please refer clause 2.1 Eligible Bidders)