

National E-Governance Services Limited, Bengaluru
Replies and Corrigenda to Pre-bid Legal Queries raised separately along with other queries by bidder(s)
Part - 1
Reference: No RFP. No: NESL/IU /2019/001 Date: 7th August, 2019

Sl. No.	Section	RFP Clause	Query / Suggetions from prospective bidders	Clarification from NeSL	The para stands amended as follows
1	Para 10, Section - II: Penalties:	The vendor will be required to sign Statement of Work (SOW) with NESL team for individual activity, module, functionality or artefact of the required IT Services before commencement of activity.	Penalties should not be applicable in following cases 1) last minutes changes by Client in the scope 2) Delay due to third party interface or Vendor i.e. UAT Testing by external team	1) Penalty will not be applicable as in case of significant changes required or delay attributed to third party , either the new SOW will be signed or the deliverables in the existing SOW will be suitably modified.	N.A.
2	1. Scope: 1.4	Conducting and successfully completing non-functional tests like regression test, stress test, application security test, sorting out performance issues with SQL queries etc., will be the responsibility of the supplier and any deficiency in this regard should be fixed by the supplier at no cost to NeSL.	Performance testing / stress testing and security testing any Licences product is available with NeSL or excepted to from Vendor (With extra cost). Web based Performance and Security testing from outside NeSL network allowed.	Vendor should arrange the required open source tools for conducting such tests. Web based performance test will be allowed from outside the NeSL network with prior approval.	N.A.
3	10. Penalties:	10.3 Any loss incurred by NESL due to penalties or other charges imposed by regulatory authorities, such as, IBBI , UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, for the reasons attributed to supplier, the same will be recovered in to-to from the amounts payable to the supplier. However, such recoveries, if any, will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i. e. the total estimated charges quoted by the bidder for Phase 1.	Bidder would be liable for SLAs , Penalties relate to regulatory authorities cannot be applied	No change in tender terms	N.A.
4	General	General	expected % growth of users & Transactions YoY ? , Total volume of transactions/day or messages/day	Vendor is supposed to provide a scalable solution. Transaction volume may be provided at the time of SOW sign off .	N.A.
5	Eligibility Criteria	The bidder must have at least three institutions from Banking and Financial Services sector as their clients. Statutory auditor's certificate to this effect must be submitted by the bidder. (Please refer parameter A of QCBS, page 12)	We suggest to accept client letter or email also as a proof	The copies of orders from client are acceptable.	N.A.
6	Limitation of Liability	Limitation of Liability	Penalties for breach of SLAs is already mentioned in RFP hence we request NESL to exclude indirect liabilities from LOL clause. Would suggest to add following to LOL Clause "Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages"	No change in tender terms	N.A.

7	Indemnity	The supplier shall save, indemnify and hold harmless NESL from any third party Govt. Claims, losses, penalties, if any, arising in connection with this Contract.	As you would appreciate, Bidder would be supplying support as per NESL's requirement, to ensure that the bidder meets these commitments, the NESL has listed LD's and penalties for any breach of the same. However it must be clearly understood that the bidder is not responsible for the business outcome, since the same is defined by the NESL. Under these circumstances, it is not felt appropriate to expect bidder to indemnify the NESL against losses and make good the same, which could be considered in the event of a business partnership wherein the risks and rewards are equally shared between the parties. It is with this intent that we wanted the NESL to remove this clause	This entire para refers to claims pertaining to your employees only.	N.A.
8	Payment terms	100 % of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.	1) Understand Payment would be made monthly in arrears. 2) Would suggest to change payment terms to below 100 % of the payable amount thus calculated will be paid within 30 days from the date of submission of invoice.	No change in tender terms	N.A.
9	Price bid	The charges for next two years (4th and 5th year) should not be more than 15 % of the respective charges quoted for first three years.	Suggest to change as following The charges for next two years (4th and 5th year) should not be more than 25 % of the respective charges quoted for first three years.	No change in tender terms	N.A.
11	Section I - 2. Scope		Does NeSL provided detailed technical training for each of the roles pertaining to development, installation, integration and configuration services?	There will be Knowledge Transfer session from the existing vendor. No technical training will be provided.	N.A.
12	Section III - 10. Penalties		<i>The vendor will be required to sign Statement of Work (SOW) with NESL team for individual activity, module, functionality or artefact of the required IT Services before commencement of activity</i> - Does this means that multiple Pos shall be raised during the project course of 5 years?	One PO will be issued with multiple SOW for individual activity.	N.A.
13	Section III - 10.3		<i>Any loss incurred by NESL due to penalties or other charges imposed by regulatory authorities, such as, IBBI, UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, for the reasons attributed to supplier, the same will be recovered in to-to from the amounts payable to the supplier.</i> - We assume that all the compliance requirements will be clearly documented and communicated to the supplier during the course of development. Please confirm.	NeSL will provide the broad compliance requirements.	N.A.
14	Section IV - 12. Testing		Does NeSL deploy an external testing agency beyond the internal testing team assigned by the vendor?	Yes,	N.A.
15	Section IV - 12. Testing		Will NeSL handover all the existing test case documents, test suites, all kind of test reports to the new vendor?	Yes	N.A.
16	Section V - Table 1		The estimated person months for some of the skill sets are for short durations. For example UX and UI Design (Sr.No 1, 2 in the table) are allocated for 2 month onsite and 2 months offsite. Does this mean that UI/UX design resources are required for only 2 person months?	These are indicative figures. Deployment will be based on actual requirements.	N.A.

17	Section V - Table 1		Will the resources deployed expected to travel between Bangalore and Mumbai?	Yes, to the extent required for effective management of the project.	N.A.
18	Section II - #7 - Earnest Money Deposit (EMD)		is there is any exemption for supplier on EMD if the supplier is under MSME act	EMD Exempted for valid NSIC Exemption Certificate holders	N.A.
19	II	Banking and Financial Institutions as clients	What kind of work references to be produced against this?	Supporting document from client to prove execution of project as per the eligibility criteria needs to be produced.	N.A.
20	II	The bidder must have developed at least three projects on open source platform, versatile in developing API, microservices with focus on data security, in last 5 years. The relevant documents in support of this requirement should be submitted along with the technical proposal listed at para 5, Envelope 3. Section - I	In work order/contract document/RFP, development of API, microservices with focus on data security are not mentioned specifically, they are part of design document which is most of the time are classified as confidential and not shared. Can we submit a self-certificate for this?	May be self certificate, initially, along with the copy of the order. NESL reserves the right to seek further information from client, if required.	N.A.
21	Annexure - F	List of clients for whom the bidder has developed and deployed the application software of similar nature, in last five years	Please clarify, by similar nature experience does it mean experience of development of API + microservices with focus on data security or all of these + transition?	Implementation experience as per the business and technical requirements provided in section 4 schedule of requirements of the RFP covering experience in the API, Microservices, Open source.	N.A.
22	I	The copies of the audited Profit and Loss Account or a certificate from a Chartered Accountant, showing the annual turnover and profit for each of the financial years 2017-2018, 2016-2017 and 2015-2016	Request you to please change to: The copies of the audited profit and loss account or a certificate from a chartered accountant, showing the annual turnover and profit for each of the last three financial years 2018-19, 2017-18, 2016-17	No change in tender terms	N.A.
23	II	The annual sales turnover of bidder pertaining to 'Application Software Development, Support and Maintenance projects only' should be at least Rs.50 Cr. for last three financial years	Break-up of turnover with head 'Application software Development, support and maintenance projects only' is not available in annual report, hence request you to please allow to share chartered accountant certificate mentioning turnover from such services.	Please refer to para 5 in Section 1, under heading envelope 2, page 6 of the RFP	N.A.
24	II	The bidder should be a profit making company (profit after tax) in at least three of the last five financial years	Request you to consider last THREE financial years as FY 2018-19, 2017-18, 2016-17	No change in the tender terms. Bidder can voluntarily enclose the Annual report for 2018-19.	N.A.
25	II	Parameter C: Technical Personnel working on development of applications pertaining to BFS area 100 to 200 - 12 marks 201 - 300 - 14 marks 301 - 400 - 16 marks 401 - 500 - 18 marks More than 500 - 20 marks	Request you to please change to: Technical Personnel working on development of application pertaining to BFS and Govt. service delivery application development area 100 - 200 - 12 marks 201 - 300 - 14 marks 301 - 400 - 16 marks 401 - 500 - 18 marks More than 500 - 20 marks Please also confirm if self declaration / declaration by HR on bidder's letter head mentioning the above criteria will suffice as a proof?	No change in tender terms	N.A.
26	General queries	BCP/DR drill support	Please elaborate the support required	Support activity such as preparation of document, testing etc	N.A.
27	General queries	Time required for resource deployment	Kindly consider 30 45 days to deploy the resources	Para 2 section 2 is amended on page 9	The successful bidder is required to deploy the resources within 30 days from the date of signing of SOW.

28	General queries	Transition period	Department will arrange to give the transition details from the incumbent vendors	Yes	N.A.
29	General queries	Extension	Submission date should be 16th Sept	No change in tender terms	N.A.
30	7. Performance	The vendor shall be required to furnish the Performance Security towards the successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and towards the warranty support as per Para 5 above.	Could not understand the reference of Para 5. Pls clarify.	Please refer the corrigendum.	The para 7 is amended as given below: The vendor shall be required to furnish the Performance Security towards the successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and towards the warranty support as per Para 6 above.
31	7. Performance	7.2 This security shall be in the form of a Bank Guarantee as per format given in Annexure – E, for an amount equivalent to 10 % of the amount of Table -1, Section – V. This Bank Guarantee must be negotiable at any branch in India, apart from branch issuing the bank guarantee.	The PBG may be capped at 5% of the amount of Table -1, Section – V.	No change in tender terms.	N.A.
32	15. Termination	The successful bidder may terminate the Service Agreement /Order by at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 days from the due date.	The event of non payment of undisputed invoices may be considered as 60 days from the due date.	No change in tender terms.	N.A.
33	15. Termination	NESL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria) and Clause 8, Section - III (Penalties) shall be applicable.	1) Bidder should be given an opportunity to respond to any termination notice from NESL. 2) The bidder should be paid in full for the work completed and delivered to NESL.	No change in tender terms.	N.A.
34	Section – V: Pri	2. The charges to be quoted in table given below must remain firm for the period of at least three years. The charges for next two years (4th and 5th year) should not be more than 15 % of the respective charges quoted for first three years.	Are the "charges" referred to in this clause referring to the person month rate or the total amount? Pls clarify.	The charges referred here are for person - month charges and not total amount.	N.A.