

No.G.21014/7c6/2018-FMU

GOVERNMENT OF MIZORAM

FINANCE DEPARTMENT

(Fiscal Management Unit)

C O R R I G E N D U M - I I I

Sub: Change in Date of Submission & other Details

Date: 24th July 2018

Key Points of Note for Bidders

This is with reference to release of Tender number G.21014/76/2018-FMU regarding Mizoram IFMIS. This is to inform to all interested firms that a Corrigendum to the Tender has been made with certain changes to the original Tender dated 21st June 2018.

- 1- All the bidders need to submit original copy of Tender Processing Fee in the form of Demand Draft (DD) and Earnest Money Deposit (EMD) in the form of Bank Guarantee to the Additional Secretary & Program Director, Finance Department (FMU), New Secretariat Building, Government of Mizoram, Khatla, Aizawl, Mizoram -796001 on or before 3rd August 2018 by 3:00 PM, failing which the bidder will be declared as disqualified.
- 2- In Volume II, Page No 17, Point no#15 of the Mizoram IFMIS RFP, the Vendor must provide PAN Card, GSTIN, 13A or any document Pertaining to the Companies registration under Employee's Provident Fund (EPF), and Trade License/ Certificate of Enlistment/ Any documentation permitting the Company to operate in its area of operations within the territorial limits of India
- 2- The following changes in Date and Time Schedules may please be noted by all prospective Bidders.

S. No.	Milestone	Date
1	Due date and time for Submission of Proposal	3 rd August at 9:00 AM
2	Date and Time for Opening of Bids	3 rd August at 11:00 AM
3	Date and Time for Technical Presentation	To be announced
4	Date and Time for Commercial Bid Opening	To be announced

Responses to Pre-Bid Queries:

Responses to Pre-Bid Queries				
S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required	Finance Department Response
1	3.3.1.12 / page 38	Department shall perform the simulated load testing using commercial tools, as part of third party acceptance testing, to verify the compliance of IT infrastructure & software provided by the SI with performance indicators defined for the project in the SLA document.	Please clarify. For network testing, do bidder need to considered tool and testers like traffic generator or protocol analyzer for the load testing.	Yes. The Bidders needs to ensure proper testing protocol and tools, as required.
2	3.4.2.4.1 / page 41	Training	Please clarify. Do bidder need to consider the network equipment training? If yes, please suggest the type of training required with count for the trainee.	As per RFP. Yes. In case there is customized requirements dependent on the SI's proposal, SI is expected to use their own discretion in order to satisfy requirements for IFMIS
3	3.5.3.1 / page 43	The SI shall be responsible for the overall management of the 'IFMIS' system including Local LAN, Switches, Routers, Wireless Modem, etc. at Treasuries;	Please clarify. Bidder will provide Modems but all the WAN links including in treasuries would be provided by Government.	Yes. Monitoring of links including management of supplied items which are under sow of the bidder will be

				the responsibility of the bidder itself.
4	4.3 / page 65	Integration with Departments	Please clarify. Does any network integration is also required with any existing setup.	SI needs to integrate the supplied items and network devices in the existing SDC. Remote devices are to be integrated with the IFMIS System by the SI.
5	6.3 / page 117	It is also assumed that basic IT & Non IT Infrastructure such as BMS, Power, Racks, and Network & Security infrastructure of existing DR/BCP will be used for development of Mizoram IFMIS DR and BCP sites.	Please clarify. Please provide the details of existing hardware details at DR and BCP sites.	Not at present
6	Annexure 7: / page 169	Bill of Material & Specifications of DC & DR & BCP Components for IFMIS	Please clarify. No specification for the DC, DR Core switch and TOP of the rack server switches. WAN switch not mentioned. Please provide the same.	DR location not yet finalized. It may be noted that, FMU may select a site with all these facilities available. Hence, only the basic requirements mentioned in the RFP. If required to procure separate hardware rather than whatever is mentioned in this RFP, will be done separately by the FMU.

7	3.3.2.4 / page 39	The SI should ensure that all the required hardware and system software is in place before the IFMIS application software is placed for deployment. This activity should also ensure that all the new hardware is well connected with the MSWAN / NIC Net network so that there is a full duplex communication between the IFMIS infrastructure at SDC and the local PCs.	Please clarify. We are assumption that all the links and bandwidth required in DC, DR, and BCP and in treasuries or anywhere else would be provide but GOM to bidder as per the requirement and bidder do not have to procure ant links / bandwidth.	Yes. Monitoring of links including management of supplied items which are under sow of the bidder will be the responsibility of the bidder itself.
8	6.3.2 / 118	Indicative architecture diagram of proposed Disaster Recovery/Business Continuity site	Please clarify. We are considering 50% DR only in terms of hardware as well. There would be no redundancy in DR in terms of networking hardware. Is the assumption is correct.	As of now yes. If FMU consider to have redundant component in DR/BCP site, those will be procured separately.
9	4.5 Team structure and composition--# PG 70	Finance Department will have the right to oversee, amend, or annul any of the Positions detailed above for IFMIS Implementation and Operations & Maintenance (O&M) of the project at any stage of the Mizoram IFMIS Project, as per its requirements.	Is it a T&M type engagement? Please get clarity	Please check the milestone
10	2 Acceptance Testing & Certification #Pg Volume III-PG11	b) Finance Department will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for the testing and certification in all aspects	Get the guidelines specified in the document itself to avoid acceptance issue later on	After SI Selection, with due discussion among all parties

<p>11</p>	<p>3.2 Technology and Performance SLA Criteria #Pg Volume III-PG 25</p>	<p>The total amount of penalties levied at any quarter would not exceed 10% of the QGR payable to the SI for that quarter. However, this does not include penalties which can be levied for those items which are outside the regular QGR payments e.g. implementation of CCN.</p>	<p>Please get clarification -Is it talking about 10% LD amount or anything else?</p>	<p>This is not exactly stating about LD but penalty as per SLA.</p>
<p>13</p>	<p>1.11 Venue & Deadline for submission of proposals (Volume – II, Page No:8)</p>	<p>a) All interested bidders shall pay EMD and Tender Processing fee through Demand Draft and submit their Technical and Commercial responses electronically using the unified e-Procurement portal. The URL of the e-Proc portal is: http://mizoramtenders.gov.in b) Bidders shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. The department will not be liable or responsible for any delays due to unavailability of the portal and the internet link. c) Since the submission of the proposals shall be through the e-Procurement System of Government of Mizoram, all bidders shall register themselves in the e-Procurement system and all terms and conditions applicable for bid submission through e-Procurement shall be applicable for this bid also</p>	<p>Is Bid Submission is Online through e-Procurement portal or Physical Submission at Mizoram Office?</p>	<p>a) All interested bidders shall pay EMD (in form of Bank Guarantee) and Tender Processing fee (in form of Demand Draft) and submit their Technical and Commercial responses electronically using the unified e-Procurement portal. The URL of the e-Procurement portal is: http://mizoramtenders.gov.in b) Bidders MUST submit the Tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. The department will not be liable or responsible for any delays due to unavailability of the portal and the internet link. c) Since the submission of the proposals shall be through the e-Procurement System of Government of Mizoram, all bidders shall register themselves in the e-</p>

				<p>Procurement system and all terms and conditions applicable for bid submission through e-Procurement shall be applicable for this bid also.</p> <p>The Vendor MUST submit Hard Copy as well as Soft Copy of Presentation before delivering the Presentation.</p> <p>The Vendor can, if they wish, submit the Hard Copy of the Proposal at the Office on or before the bid submission date.</p>
14	General query	Location of DC & DR sites		The DR site is not identified yet. The DC will be based at Mizoram State Data Centre, Aizawl
15	(2.20(j)/26) Conditions	- Until the contract is awarded and during the contract period, bidders shall not, directly or indirectly, solicit any employee of the Finance Department to leave the Finance Department or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective consortium members, or any person acting in concert with the bidder, without prior written approval of the Additional Secretary & Program Director, Finance Department (FMU).	Bidder requests that this clause be made mutual.	As per RFP
16	4.7 Failure to agree with the Terms & Conditions of the	The Additional Secretary & Program Director, Finance Department (FMU) may blacklist the said bidder from participating in any tender	Bidder requests modification: - Failure of the successful bidder to agree with the Terms & Conditions of the	The Additional Secretary & Program Director, Finance

	RFP--# PG 34 volume II	process of the Government of Mizoram for a period of seven years	<p>RFP which do not form part of the bidder's deviations shall constitute sufficient grounds for the annulment of the award, in which event Additional Secretary & Program Director, Finance Department (FMU) may award the contract to the next best value bidder or call for new proposals.</p> <p>The Additional Secretary & Program Director, Finance Department (FMU) may blacklist the said bidder from participating in any tender process of the Government of Mizoram for a period of seven years.</p>	Department (FMU) may blacklist the said bidder from participating in any tender process of the Government of Mizoram for a period of two years
17	(3/17) - Service Level Requirements	The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis (average) as per the individual SLA parameter requirements. However, if the performance of the solution/services is degraded significantly (operating at levels of breach for any SLA for a period of 24 Hrs or more) at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the satisfactory levels of FD, it will have the right to take appropriate disciplinary action including terminate the contract. It is to be noted that in case the overall penalty applicable for any of the quarters during the contract period touches 10% for three consecutive quarters; then the cap of 10% of QGR over the penalty levied for any quarter would fail to exist, from fourth	<p>Bidder requests modification: -</p> <p>The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis (average) as per the individual SLA parameter requirements. However, if the performance of the solution/services is degraded significantly (operating at levels of breach for any SLA for a period of 24 Hrs or more) at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the satisfactory levels of FD, it will have the right to take appropriate disciplinary action such as including terminate the contract. It is to be noted that in case the overall penalty applicable for any of the quarters during the contract</p>	Clause accepted

		quarter onwards, resulting in full penalties, as applicable after calculating the breaches, getting levied. In such a scenario FD may also exercise the right to terminate the contract.	period touches 10% for three consecutive quarters; then the cap of 10% of QGR over the penalty levied for any quarter would fail to exist, from fourth quarter onwards, resulting in full penalties, as applicable after calculating the breaches, getting levied. In such a scenario FD may also exercise the right to terminate the contract.	
18	2.6 COMMENCEMENT AND DURATION OF THE SLAs #PgVolume III-36	e) In the event the Finance Department invokes the Performance Bank Guarantee in accordance with Article 2.6 (ii), the SI shall supplement the invoked Performance Bank Guarantee with another Performance Bank Guarantee for the same amount, within 7 days of the Performance Bank Guarantee being invoked by the Finance Department under the terms of this Agreement.	Request Deletion	As per RFP
19	6.3 LIMITATION OF LIABILITY #Volume III-Pg46	e) Except for damages mentioned in Article 6.3 (a), the System Integrator's aggregate liability under this Agreement in respect of any or all claims arising under this Agreement shall not exceed the total sum of payments made to the System Integrator by the Finance Department as of the date of decision taken by the Finance Department, regarding the actions necessitated on account of the damages that have arisen as described in Section 6.3(a).	Bidder requests modification: - e) Except for damages mentioned in Article 6.3 (a) <u>and notwithstanding anything contained to the contrary elsewhere,</u> the System Integrator's aggregate liability under this Agreement in respect of any or all claims arising under this Agreement <u>shall be limited to direct damages which shall</u> not exceed the total sum of payments made to the System Integrator by the Finance Department as of the date of decision taken by the Finance Department, regarding the actions necessitated on account of the damages	As per RFP

			that have arisen as described in Section 6.3(a). <u>Notwithstanding anything contained to the contrary, neither party shall be liable for any indirect, consequential, special or punitive damages.</u>	
20	(6.4/47) - Force Majeure	f) Post commencement of operations: In the event of Force Majeure, post commencement of operations, the Finance Department, upon ending of events leading to force majeure, will grant a period of 7 days to the System Integrator to resume normal services under this Agreement. In case the default continues, the Finance Department may grant an extension of time to the System Integrator for rectifying the situation. However, the Finance Department will deduct for each day of extension period a percentage proportionate to the number of days from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, the Finance Department will have the option to invoke the Performance Guarantee and/or terminate the Agreement.	Bidder requests modification: - f) Post commencement of operations: In the event of Force Majeure, post commencement of operations, the Finance Department, upon ending of events leading to force majeure, will grant a period of 7 days to the System Integrator to resume normal services under this Agreement. In case the default continues, the Finance Department shall may grant an extension of time to the System Integrator for rectifying the situation. However, the Finance Department will deduct for each day of extension period a percentage proportionate to the number of days from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, the Finance Department will have the option to invoke the Performance Guarantee and/or terminate the Agreement.	As per RFP
21	(8.1/53) - Confidentiality	e) The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.	Bidder requests modification: - e) The provisions of this Article shall survive	e) The provisions of this Article shall survive for seven (7)

			the expiration or any earlier termination of this Agreement <u>for a period of three (3) years.</u>	years or for a period of three (3) years following the expiration or any earlier termination of this Agreement, whichever is latter.
22	(8.16/58) - Dispute Resolution	<p>b) It shall be governed by laws in force in India and both Parties agree to submit to the jurisdiction of courts at Aizawl. In the event of any dispute arising out of the PO or this contract the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Aizawl. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this contract shall be subject to the jurisdiction of the courts at Aizawl.</p> <p>c) The parties may also adopt institutional arbitration process by using arbitral institutions such as Relevant Regional Chambers of Commerce, the Indian Council of Arbitration, the Federation of Indian Chamber of Commerce and Industry (FICCI), and the International Centre for Alternate Dispute Resolution (ICADR).</p>	<p>Bidder requests modification: -</p> <p>b) It shall be governed by laws in force in India and both Parties agree to submit to the jurisdiction of courts at <u>Delhi</u> Aizawl. In the event of any dispute arising out of the PO or this contract the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be <u>Delhi</u> Aizawl. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this contract shall be subject to the jurisdiction of the courts at <u>Delhi</u> Aizawl.</p> <p>c) The parties may also adopt institutional arbitration process by using arbitral institutions such as Relevant Regional Chambers of Commerce, the Indian Council of Arbitration, the Federation of Indian Chamber of Commerce and Industry (FICCI), and the International Centre for Alternate Dispute Resolution (ICADR).</p>	As per RFP

23	(1.5/65) - Employees	<p>a. Promptly on reasonable request at any time during the exit management period, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Finance Department a list of all employees (with job titles) of the System Integrator dedicated to providing the services at the commencement of the exit management period;</p> <p>b. To the extent that any Transfer Regulation does not apply to any employee of the System Integrator, IFMIS Project, or its Replacement System Integrator may make an offer of employment or contract for services to such employee of the System Integrator and the System Integrator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Finance Department or any Replacement System Integrator.</p>	Bidder requests deletion of the clause	As per RFP
24	(72/Schedule VI)	f. In the event of premature termination of the agreement prior to the launch of IFMIS Project, the SI shall not be eligible to receive any compensation or payment.	Bidder requests deletion of the clause	SI shall eligible to receive only compensation regarding Deliverable completion till date
25	'VOLUME FUNCTIONAL & TECHNICAL SPECIFICATIONS	I: 3.3.3.2, 3.3.3.4 and as per the corrigendum released on 11 th July - The SI shall provide warranty or comprehensive onsite maintenance and support (AMC) for the entire IFMIS IT Infrastructure systems, supplied under this contract, for the entire contract period of five years from Go-Live. The comprehensive AMC would include	<p>Warranty or comprehensive onsite maintenance and support (AMC) for the period of 5 Years commence from Phase2 Go-Live date, which is T+21 months from the date of "Award of Contract"</p> <p>'To conduct the physical inspection if all delivered product, SI needs to be delivered</p>	<p>Bidder can do phase wise delivery , for following location</p> <ol style="list-style-type: none"> 1 Data Center and 2.Remote locations 3. DR and BCP

	<p>3.3 Hardware Deployment and System Integration</p> <p>3.3.3 Providing Warranties</p> <p>Page 39</p>	<p>replacement of all spares and parts, free of cost during the entire period.</p>	<p>all hardware item within T+7 Months from the date of contract Awarded. Kindly leverage on phase wise delivery and as per its subsequent UAT / Pilot phase.</p> <p>Also this clause is lead to the 50% payment of hardware.</p> <p>Kindly release complete payment (100%) of delivered hardware once the delivered.</p>	<p>But payment will be made on pro-rata basis and bidder need to provide warranty and/or comprehensive onsite maintenance and support for 5 years commencing from go-live date which is T+21 month or later as applicable</p>
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