

NIB No. F3.3(241)/RISL/Pur/2018/2929	Dated: 27.06.2018
Unique Bid No.: RIS1819SLRC00050	

RESPONSE TO PREBID QUERIES FOR THE "RFP Hiring Manpower services for analytics stack "

Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
1	13	3.1.6	<p>Technical Capability: The bidder must have successfully implemented at least one project of similar nature (technical experts' services / Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore yearly and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs. 10 crore yearly or above.</p>	<p>Werequest you to kindly amend the clause as under: The bidder must have successfully implemented at least one project of similar nature (technical experts' services / Software Development and support services) in the last 5 years from the date of submission of bid. The value of the project should be Rs. 4 Crore and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs. 10 crore or above.</p>	Refer amended RFP
2	15	4.1.2	<p>Resource Requirement: All the resources are to be deployed onsite (i.e. RISL, Jaipur).</p>	Please confirm who will be responsible for providing seating space, infrastructure such as furniture, internet connectivity to the deployed resources.	RISL will take care of necessary infrastructure like seating space, network connectivity etc.
3	13	3. QUALIFICATION/ ELIGIBILITY CRITERIA 6. Bidder's Capability	<p>The bidder must have successfully implemented at least one project of similar nature (technical experts' services / Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore yearly and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs. 10 crore yearly or above.</p>	<p>The bidder must have successfully implemented / supplied of BI Manpower at least one or Mltiple project / customers of similar nature (technical experts' services / Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and Note : we are BI solution compnay and have man power service Revenue in T&M model from many customer. we are having 200 + reseorces on T&M on various customer . Hence request you to change</p>	Please refer response to S.No. 1.
4	15	4.1.3	Resource Profile, Qualification & Experience	Instead of requirement for Six resources mandatory to be taken from SAS, can we provide similar level and skilled/SAS certified resources from our organization.	No Change
5	15	4.1.1	Details of existing analytical stack: If there is a need for additional SAS licenses/products apart from the one listed in the table above, for implementation of data lake project, the same need to be identified beforehand and supplied by the selected bidder as part of the project scope	In RFP (page no 15), there is mention to provide SAS connector software for Hadoop Data Lake. Since it's manpower RFP, will it be possible for department to procure SAS software directly from SAS OEM.	No Change

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6	9	1	<p>INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB) :</p> <ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost (mentioned above), 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction]>. <p>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</p>	<p>Estimated procurement cost - 14.5 cr. Bid security - Amount (INR): 2% of the estimated procurement cost (14.5 cr) , 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. If the actual procurement cost is lower than the estimated, do we still need to provide bid security at 2% of 14.5 cr i.e INR 2,900,000 ? Please confirm as the EMD / Bid security needs to be furnished during the bid submission.</p>	No Change
7	15	4.1.3	Resource Requirements	<p>The resource requirements are clearly stated in the RFP. However, based on the nature of work and team composition, we request you to include the following resource roles in the requirement:</p> <ol style="list-style-type: none"> As there would be a large team from SI, a program manager would be required from SI as well. The analytics projects demand some business understanding and thus you are requested to include provision for deploying Subject Matter Experts / Domain Experts as per the requirements of the project 	No Change
8	58	Annexure 4	"We undertake to provide competent resources from SAS and SAS authorized resources from <Partner Name> and take complete ownership of the project"	<p>The RFP does not allow joint venture, consortium, any association or cob-contracting.</p> <p>When the contract is awarded to the bidder, under what provision would the bidder engage SAS and its authorized partner for resources as required for the project</p>	No Change
9	43	Section 15	Sub-Contracting is not allowed under this RFP	<p>As the nature of skills required are diverse and numbers are high, you are requested to allow sub-contracting so that best of the resources can be provided to RISL at most competitive prices. Sub-contracting would not lead to any additional cost to RISL and the complete responsibility of managing sub-contractor would lie with the bidder or SAS.</p>	No Change

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10	13	3. QUALIFICATION/ ELIGIBILITY CRITERIA 6. Bidder's Capability	<p>The bidder must have successfully implemented at least one project of similar nature (technical experts' services /Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and above</p> <p>OR</p> <p>The bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore yearly and above</p> <p>OR</p> <p>The bidder should have implemented at least three projects of similar nature with cumulative value of Rs.10 crore yearly or above.</p>	<p>The bidder must have successfully implemented at least one project of similar nature (technical experts' services /Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 5CR crore and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs.10 crore or above.</p> <p align="center">OR</p> <p>The bidder must have successfully implemented at least one project of similar nature (technical experts' services /Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs.10 crore or above</p>	Please refer response to S.No. 1.
11	Page 15	4.1.1.	<p>Apart from the above referred stack, RISL also maintains a big data analytics platform of 1 Petabyte (PB) storage capacity which is based on hortonworks based Hadoop platform. The platform is integrated with various analytics tools and is intended to work as a data lake for all the analytical applications. If there is a need for additional SAS licenses/products apart from the one listed in the table above, for implementation of data lake project, the same need to be identified beforehand and supplied by the selected bidder as part of the project scope</p>	<p>Apart from the above referred stack, RISL also maintains a big data analytics platform of 1 Petabyte (PB) storage capacity which is based on hortonworks based Hadoop platform. The platform is integrated with various analytics tools and is intended to work as a data lake for all the analytical applications. If there is a need for additional SAS licenses/products apart from the one listed in the table above, for implementation of data lake project, the same need to be identified beforehand and supplied by the selected bidder as part of the project scope <u>at an additional cost to RISL. Any additional hardware/software requirement post execution of the Contract shall be at the cost of RISL and shall be provided only upon execution of written change order.</u></p>	No Change
12	Page 15	4.1.2	<p>Any requirement of increasing the number of resources upto 50% shall have to be catered within 45 days from the date of notification of requirement.</p>	<p>Any requirement of increasing the number of resources upto 50% <u>which shall be on mutually agreed terms and conditions</u>, shall have to be catered within 90 days from the date of notification of requirement.</p>	No Change

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13	Page 29	20.h	If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.	<p>Bidder requests modification: -</p> <p>If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the LOI or and letter of acceptance from the bidder shall constitute a binding contract.</p> <p><u>After multiple deliberations with the RISL finance team this clause was amended as per above and was incorporated in the last RISL rfps SOC for Govt. of Rajasthan.</u></p> <p><u>Kindly modify the existng clause and clause present in Annexure-5 as per amended clause mentioned above.</u></p>	No Change
14	Page 31	24 e,f,g	<p>Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-</p> <p>a. When any terms and condition of the contract is breached.</p> <p>b. When the bidder fails to make complete supply satisfactorily as per the scope of tender document.</p> <p>c. if the bidder breaches any provision of code of integrity, prescribed for bidder/authorized partner, specified in the bidding document.</p> <p>f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.</p> <p>g) No interest shall be payable on the PSD.</p> <p>h) The PSD shall be returned/ refunded after completion of the Contract period.</p>	<p>Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if <u>the contract has been terminated for material breach by successful bidder by giving prior written notice of not less than thirty days if successful bidder fails to cure any material breach within thirty days from the written intimation of the same or</u> any, in the following cases:-</p> <p>a. When any terms and condition of the contract is breached <u>which have created adverse impact on the performance of services and the contract is terminated.</u></p> <p>b. When the bidder fails to make complete supply satisfactorily as per the scope of tender document.</p> <p>c. if the bidder breaches any provision of code of integrity, prescribed for bidder/authorized partner, specified in the bidding document.</p> <p>f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.</p> <p>g) No interest shall be payable on the PSD.</p> <p>h) The PSD shall be returned/ refunded after completion of the Contract period.</p>	No Change

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15	31	26	AS PER RFP	Request insertion: <u>The confidentiality obligation under this contract shall not be applicable for</u> <u>i. information available in public domain</u> <u>ii. Information which is independently developed by successful bidder</u> <u>iii. Information which needs to be disclosed legally for regulatory requirement</u> <u>iv. information which is obtained lawfully from third party. The confidentiality obligation applicable to successful bidder shall apply mutatis mutandis on RISL for the information shared by successful bidder.</u> <u>The confidentiality under this document shall survive for a period of three years from the date of termination/expiry of this contract</u>	No Change
16	32	27.f	f) If a bidder is convicted of any offence under the Act, the procuring entity may: - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into; b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.	f) If a bidder is convicted of any offence under the Act, the procuring entity may: - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into; b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.	No Change
17	33	28.c	c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: - a. exclusion of the bidder from the procurement process; b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security; c. forfeiture or encashment of any other security or bond relating to the procurement; d. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder <u>and upon documentary evidence to support the same</u> , as the case may be, the procuring entity may take appropriate measures including: - a. exclusion of the bidder from the procurement process <u>for this particular bid</u> ; b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security ; c. forfeiture or encashment of any other security or bond relating to the procurement ; d. recovery of payments made by the procuring entity along with interest thereon at bank rate ; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity ; f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years .	No Change

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18	36	32	Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.	Please define vexatious, frivolous or malicious	No Change
19	37	34	Debarment from Bidding	Request deletion	No Change
20	37	d	d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.	d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.	No Change
21	43	14.f	f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.	<p>Bidder request modification as below:-</p> <p>The provisions of this clause shall survive during the course of agreement and after two years of completion or termination, for whatever reason, of the Contract.</p> <p><u>After multiple deliberations with the RISL finance team this clause was amended as per above and was incorporated in the last RISL rfps DCO of BSDC and DR Jodhpur for Govt. of Rajasthan.</u></p> <p>Kindly modify the annexure as per the new format.</p>	Refer amended RFP

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22	45	17.a	<p>a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <p>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</p> <p>ii. the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.</p>	<p>a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses <u>from any third party</u>, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract <u>where such infringement is solely and proximately attributable to Supplier</u> by reason of: -</p> <p>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</p> <p>ii. the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.</p>	No Change.

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23	46	18	<p>Except in cases of gross negligence or willful misconduct: -</p> <p>a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and</p> <p>b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.</p>	<p>Except in cases of gross negligence or willful misconduct:—</p> <p>Notwithstanding anything contrary elsewhere mentioned in the contract, a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and</p> <p>b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract which in any case shall not be more than the consideration obtained for preceding six months from the date of arising of such claim, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.</p>	No Change

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24	47	21.a	<p>i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder/authorized partner, terminate the contract in whole or in part: -</p> <p>a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or</p> <p>b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>c. If the supplier/ selected bidder/authorized partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.</p> <p>d. If the supplier/ selected bidder commits breach of any condition of the contract.</p> <p>ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.</p> <p>iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained. iv. As on effective date of termination, Tendering Authority may pay:</p> <p>a. the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.</p> <p>b. all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.</p>	<p>Bidder request modification in the clause as below:-</p> <p>iv. As on effective date of termination, Tendering Authority may shall pay:</p> <p>a) the unpaid value of all the assets/ services supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications.</p> <p>b) all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.</p> <p>v. A 30 days cure period may be provided to the bidder.</p> <p><u>After multiple deliberations with the RISL finance team this clause was amended as per above and was incorporated in the last RISL rfps DCO of BSDC and DR Jodhpur for Govt. of Rajasthan.</u></p> <p><u>Kindly modify the annexure as per the new format.</u></p>	Refer amended RFP

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25	48	21.c	<p>i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.</p> <p>iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder/authorized partner's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>a. To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder/authorized partner.</p> <p>iv. As on effective date of termination, Tendering Authority may pay:</p> <p>a. the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.</p> <p>b. all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.</p>	<p>Bidder request modification in the clause as below:-</p> <p>iv. As on effective date of termination, Tendering Authority may shall pay:</p> <p>a) the unpaid value of all the assets/ services supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications.</p> <p>b) all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.</p> <p>v. A 30 days cure period may be provided to the bidder.</p> <p><u>After multiple deliberations with the RISL finance team this clause was amended as per above and was incorporated in the last RISL rfps DCO of BSDC and DR Jodhpur for Govt. of Rajasthan.</u></p> <p><u>Kindly modify the annexure as per the new format.</u></p>	Please refer response to S.No. 24
26	53	3.a,b	<p>a) In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected bidder for a suitable replacement.</p> <p>b) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the selected bidder for a suitable replacement.</p>	<p>a) In case negative feedback is received repeatedly verbally or in writing <u>on account of gross negligence and willful misconduct</u> against any of the resources deployed, the purchaser may issue written notice to the selected bidder for a suitable replacement.</p> <p>b) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) <u>and is guilty of willful misconduct and gross negligence</u>, the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the selected bidder for a suitable replacement <u>stating the definite reason.</u></p>	No Change

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27	59	Annexure 5	Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.	Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.	No Change
28		New clause to be inserted	SNR	RISL hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. RISL agrees that Selected Bidder shall not be in any manner be liable for any delay arising out of RISL's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the RISL	No Change.
29		New clause to be inserted	SNR	RISL hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. RISL agrees that Selected Bidder shall not be in any manner be liable for any delay arising out of RISL's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the RISL	No Change
30		New clause to be inserted	Risk and Title	<p>Bidder request inclusion of the below clause as their could be a possibility of supplying some tool/S/w for delivering the entire solution.</p> <p>"All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/authorised partner."</p> <p><u>After multiple deliberations with the RISL finance team this clause was amended as per above and was incorporated in the last RISL rfps Big Data, 3D City, SOC, DCO of BSDC and DR Jodhpur for Govt. of Rajasthan.</u></p> <p align="center"><u>Kindly incorporate the clause as per above.</u></p>	Refer amended RFP

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
31		New clause to be inserted	Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by RISL in the event when RISL has not submitted its acceptance or rejection response in writing to Selected Bidder within 15 days from the date of installation/commissioning or when RISL uses the Deliverable in its business, whichever occurs earlier. Parties agree that Selected Bidder shall have 15 days time to correct in case of any rejection by RISL.	No Change
32		New clause to be inserted	Intellectual Protection	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Selected Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Selected Bidder, and no rights shall be deemed to have accrued to the RISL.	No Change
33		New clause to be inserted	Non Hire	RISL agrees that for the term of this Agreement and for a period of one (1) year thereafter, RISL will not directly or indirectly, recruit, engage, solicit, discuss employment with, hire, employ or engage any Selected Bidder personnel assigned to RISL currently or within the previous one (1) year, or induce any such individual to leave the employment of Selected Bidder.	No Change
34		New clause to be inserted	Warranty Disclaimer	Selected Bidder provides for only those warranty and representations which are expressly mentioned in this Contract and the same are in lieu of all other warranties, express or implied.	No Change
35	17	4.2 : Project Deliverables, Milestones, Time Schedule & Payment:	Quarterly Payment on Man-Month Basis as per the rates quoted in annexure –5 (Financial Bid)	Quarterly Monthly Payment on Man-Month Basis as per the rates quoted in annexure –5 (Financial Bid)	No Change
36	17	4.2 Note c / Project Deliverables, Milestones, Time Schedule & Payment:	The selected bidder shall deploy the required man-power within 30 days from the date of issuance of work order.	The selected bidder shall deploy the required man-power within 30 60 days from the date of issuance of work order.	No Change
37	18	5.3 / Period of Validity of Bids	Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid. 90 days from the bid submission deadline	Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid. 90 30 days from the bid submission deadline	No Change

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
38	31	5.25 b/ Execution of agreement	The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	The successful bidder shall sign the procurement contract within 15 60 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	No Change
39	37	5.34 d/ Debarment from Bidding	Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.	Request deletion	No Change
40	45	6.16 d / Extension in Delivery Period and Liquidated Damages (LD)	LD defined as per RFP	this being resource augmentation opportunity, there are no defined timelines for deliverables. Hence request deletion of the LD clause	No Change
41	49	6.22 b I / Transfer of Assets	The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so.	The selected bidder may continue work on the assets for the duration of the exit management period which may be a Two months period from the date of expiry or termination of the agreement, if required by RISL to do so.	No Change
42	53	3 © / Quality of services	The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 45 days, unless otherwise applicable LD will be imposed as per RFP.	The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 75 days, unless otherwise applicable LD will be imposed as per RFP.	No Change
43	54	5.1 a / Penalty for Replacement / Exit of a Resource	The penalty per resource would be imposed in case of exit/replacement of resource from the project, within below mentioned period starting from the date of deployment of respective resource: o Within Three (3) Months - Rs. 50,000 (Rupees Fifty Thousand only) per resource (beyond permissible limit mentioned above) o After Three (3) Months till contract period Rs.25,000 (Rupees Twenty Five Thousand only) per resource (beyond permissible limit mentioned above)	The penalty per resource would be imposed in case of exit/replacement of resource from the project, within below mentioned period starting from the date of deployment of respective resource: o Within Three (3) Months - Rs. 50,000 (Rupees Fifty Thousand only) per resource (beyond permissible limit mentioned above) o After Three (3) Months till contract period Rs.25,000 (Rupees Twenty Five Thousand only) per resource (beyond permissible limit mentioned above). Maximum aggregate penalty should not exceed 3% of the total contract value.	No Change

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
44	54	5.1 b / Penalty for Absence	In the case of absence of resources from the project site [beyond Government Holidays and allowed leaves (calculated quarterly) of 18 days per calendar year effective from the date of deployment], penalty of INR 2000 per day for each additional leave taken from the eligible payment.	In the case of absence of resources from the project site [beyond Government Holidays and allowed leaves (calculated quarterly) of 18 days per calendar year effective from the date of deployment], penalty of INR 2000 per day for each additional leave taken from the eligible payment. Maximum aggregate penalty should be restricted to 3% of the total contract value.	No Change
45	54	Note	Maximum Penalty applicable to the bidder shall not exceeds 10% of the Work Order value, if in case maximum penalty exceeds 10% of the work order value than it would be considered as nonconformance to the Quality of Services and may lead to termination of the Contract and RISL may on their sole discretion cancel the order.	Maximum Penalty applicable to the bidder shall not exceeds 10% 3% of the Work Order value, if in case maximum penalty exceeds 10% 3% of the work order value than it would be considered as nonconformance to the Quality of Services and may lead to termination of the Contract and RISL may on their sole discretion, after giving notice of 45 days with an opportunity of being heard , cancel the order.	No Change
46	67	5 / DRAFT AGREEMENT FORMAT	In case of extension in the delivery and installation/completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/complete a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work 2.5% b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.5.0% c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work. 7.5% d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.10.0%	Request deletion. Since this RFP is a T&M opportunity, delivery and installation is not applicable.	Refer amended RFP
47	11	2.2 /Project Profile	The deployment of technical experts shall be on man-month basis to carry out the activities/ work as per the requirement arise time to time and work order will be awarded.	As per the RFP , following sentence "man-month basis to carry out the activities/ work as per the requirement arise time to time and work order will be awarded" gives a message that the Work Order would not be awarded in advance, and would be awarded from time to time. Please clar	No Change

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
48	15	4.1.1 /Details of existing Analytical Stack	If there is a need for additional SAS licenses/products apart from the one listed in the table above, for implementation of data lake project, the same need to be identified beforehand and supplied by the selected bidder as part of the project scope.	"If there is a need for additional SAS licenses/products apart from the one listed in the table above, for implementation of data lake project, the same need to be identified beforehand and supplied by the selected bidder as part of the project scope.", Given that the scope of work is very high level, it would be a challenge to identify SAS licences/products. Add to it, given the rapid advancement of technology can always lead to new tools/products coming up. Request this clause to be removed from the RFP.	No Change
49	15	4.1.2/Resource Requirement	"Any requirement of increasing the number of resources upto 50% shall have to be catered within 45 days from the date of notification of requirement	"Any requirement of increasing the number of resources upto 50% shall have to be catered within 45 days from the date of notification of requirement." We would request to consider changing the timeline to fulfilment to 60 days for increase in resource beyond 25% of the existing resources.	No Change
50	16	4.1.3/ Resource Profile, Qualification and experience	"Authorization from OEM, confirming the SAS technologies' expertise of the resource(s) deployed"	"Authorization from OEM, confirming the SAS technologies' expertise of the resource(s) deployed" Please help elaborate on this need. Does it mean SAS certified resources or any email approval from SAS is required?	Authorization letter from SAS is required
51	17	4.2 /Project Deliverables, Milestones, Time Schedule & Payment	"The selected bidder shall deploy the required man-power within 30 days from the date of issuance of work order."	We would request that timeline of onboarding of complete resources be made 60 days and partial onboarding of resources may be allowed. This would ensure that Project work can start with initial resources with incremental resources coming up later to augment the team.	No Change
52	44	16, d /Extension in Delivery Period and Liquidated Damages (LD)		Please help in understanding the definition of "extension of delivery" . Given that this engagement is not having defined milestones and hence defined timelines, how would delays be considered?	No Change
53	53	4/Resource Replacement	If situation arises, the selected agency will be allowed to replace maximum 1 resources from the date of deployment till the contract period without any penalty.	We would request to allow 10% resources (3-4)replacement instead of 1 resource. Given the dynamic nature of resources in the country and the nicheness of the skills, this may be a reality.	Refer amended RFP
54		Existing Environment		Since this project will be execute on existing SAS environment. What is current hardware configuration of SAS environment. Need to be understand the existing system and its capabilities, which would be required to check the readiness of the hardware/software	Please refer section 4.1.1 of RFP
55		Data Lake		Need details for Data Lake tool which is finalized. This is must to know the exact scope and what will be needed to deliver the same, which is not explicitly asked in the rfp.	Please Refer RFP document.

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
56	2	Section 3/Certification	The bidder must possess, at the time of bidding, a valid SEI CMMI Level 3 certification	The bidder must possess, at the time of bidding, a valid SEI CMMI Level 3 certification. This is a strategic project & would require mature processes to execute the project successfully, hence request you to kindly consider only SEI CMMI Level 5 certification.	No Change
57	2	Section 3/ Financial Networth	The average annual financial turnover of the last three financial year i.e. 2015-16, 2016-17 & 2017-18 from IT/ITeS should not be less than 30 crores.	The average annual financial turnover of the last three financial year i.e. 2015-16, 2016-17 & 2017-18 from IT/ITeS should not be less than 30 crores. We request you to kindly consider atleast average 200 crores turnover for the last 3 year FY.	No Change
58		Section 5 / Penalty	Maximum Penalty applicable to the bidder shall not exceeds 10% of the Work Order value.	We request you to keep the maximum penalty to 3% of order value.	No Change
59	Clause not present in the rfp	New clause to be added	New clause to be added	<p>We request department kindly add the below clause as an eligibility conditions in the pre-qualification criteria:-</p> <p>"SI should have atleast 30 SAS technology resources on companys payroll, on the date of bid submission."</p> <p>Documents required:- HR Letter.</p> <p>Justification:- This will make sure that only those bidders participate in the rfp, who are having experience in implementing and executing such projects. This is not a simple T&M projects which can be fulfilled or executed by any resourcing agency. Existing Core domain experince will be a key catalyst for executing such project.</p>	No Change

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Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
60	PRE-QUALIFICATION/ELIGIBILITY CRITERIA	6. Bidders Capability	The bidder must have successfully implemented at least one project of similar nature (technical experts' services / Software Development and support services) in the last 3 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore yearly and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs. 10 crore yearly or above.	The bidder must have successfully implemented/ implementing at least one project of similar nature (technical experts' services / Software Development and support services) in the last 3 5 years from the date of submission of bid. The value of the project should be Rs. 4 Crore yearly and above OR the bidder should have implemented at least two projects of similar nature with cumulative value of Rs. 7 crore yearly and above OR the bidder should have implemented at least three projects of similar nature with cumulative value of Rs. 10 crore yearly or above.	Please refer response to S.No. 1.
61	Madatory Undertaking (Ann. - 2)	13 & 56	Annexure 10 : Self Declaration	Bidder requests modification: - <u>After multiple deliberations with the RISL finance team these clause were amended and new version of the self declaration was incorporated in the last RISL rfps like VLC, 3D City Jaipur etc....</u> <u>Kindly modify the annexure as per the new format. Plese find the annexure attached with this mail.</u>	Refer amended RFP
62	15	4.3 Resource Profile, Qualification & Experience	New clause to be added	Request you to add a Position of Program Director from SI for smooth execution of the project. He will be the bridge between SAS and Client and will streamline the entire project processes and implementation.	No Change