

# Response to pre-bid queries for MyGov Analytics

File No. MyGov/01-02/2015(Vol-II)

#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
<b>Volume 1</b>					
1	Vol 1	Terms of Payment, Page 52	M1 License cost	request to release 80% of the license cost on delivery; 20% after successful implementation.	No Change
2	Vol 1	5 .Scope of work	Other media shall cover social media platforms(facebook, twitter, youtube, LinkedIn, etc)	We understand that some of the websites as listed are Face Book, Twitter, Linked In, Youtube as specified. However can you provide list of all websites that are to be considered. This will help us in estimation and solution feasibility.	Exhaustive list cannot be estimated at this stage. However sites (News, Feeds, Posts, Blogs, etc. ) publishing/discussing contextually relevant content are to be considered under the scope of analytics
3	Vol 1	5.1.3 Track3	MyGov presently has 593 Tasks, 668 discussions, 229 polls/surveys and 105 talks initiated by/for various stakeholders.	Should our search scope be confined only to 593 Tasks, 668 Discussions, 229 Polls/Surveys, and 105 Talks?	The numbers provided in the clause are for existing quantum of data at MyGov. However such data set is bound to increase over a period of time. Entire real-time and existing data of MyGov is required to be analyzed. Further, other media data contextually relevant to MyGov is also covered under the analytics scope
4	Vol 1	Data discovery and Analytics, pg.94	1. The selected IP shall be required to configure the solution to generate data sets basis keyword search on various media and identify relevant comments/suggestions to perform different analytics.	We understand that the comments/text will be in the Native words and letters (scripting) in accordance to the language. For eg., Hindi conversation commented in English letters cannot be handled. Please confirm.	Solution should have the capability to learn and build the required dictionary/ library for such scenarios.
5	Vol 1	Pg.95, Point no.17	Data mining should include text mining, other media, news feed, audio and videos for generating insights from the data.	Should we also consider the pic/video which is (only) tagged to the context?. In that case should the result of the text mining output contain the pics only.	Yes, pic/video tagged to context should also be analysed. The result of such analysis could be text/pic/video with details on source of data and time stamp in order to analyse it further.
6	Vol 1	Page 48, 5.1.1 Track 1	The IP will be required to undertake analysis , report generation and real time dashboarding of Mygov content .....	Real-time data is expected only for MyGOV and its subsites. For others it will be on need basis or as provided by the Providers terms and conditions. Please confirm.	Please refer corrigendum.
7	Vol 1	Page 56, Deployment of analytical solution	MyGov Analytics- T+4 weeks , other media analytics -N+2 weeks	Pl. consider the suggested deployment timelines. MyGov Analytics - T+6 weeks , other media-N+4 weeks	No Change

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8	Vol 1	General query		System Integrators should be allowed to form a consortium for Social media analytics and credentials of the partner can be used to fulfill the criteria of the RFP.	Consortium is not allowed
9	Vol 1	Pg.36, clause 6, Experience in social media analytics	The Bidder should have the experience of analyzing social media /websites/blogsites, etc. using the proposed solution covering semantic analysis.....	Request to accept fulfilment of this clause either by bidder or consortium partner	Consortium is not allowed. No Change
10	Vol 1	pg.37, clause 7, proposed tools	The proposed tool should have been implemented in at least 3 clienteles in India. The tool should have been implemented for at least 1 regional language of India.	Request to accept fulfilment of this clause either by bidder or consortium partner or OEM	Consortium is not allowed. Compliance to criterion will be accepted considering experience either by bidder or OEM. Please refer corrigendum
11	Vol 1	Pg.38, 3.6.1 , bidder experience	The Bidder should have the experience of deployment , customization and maintenance of proposed advanced analytical solution.....	Request to remove " Proposed " .	No Change.  However, if the proposed solution is a next generation/ upgraded version of the earlier implemented solution either from the same OEM or be-spoke developed, the same shall be considered.
12	Vol 1			1. Section 3.5, Parameter - Legal Entity - C-DAC Mumbai is registered under Societies Registered Act 1860. Is C-DAC eligible to bid  2. The parent body for C-DAC and MyGov is the same i.e. MeitY. Does this amount to a conflict of interest  3. Can we get the details of present manual process followed to generate the dashboards and reports? If yes, kindly share the same	1. No Change 2. C-DAC may ascertain for any conflict of interest with the Ministry 3. MyGov has an internal Task Management tool to download data, through which MyGov Team analyse and generates reports as per requirement.

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13	Vol 1			In sentiment Analytics is only polarity required or even sentiment score i.e. extent of polarity is also required?	Both Polarity and score will be required
14	Vol 1			What is the total number of users expected / estimated for following; a. For static reports consumption b. Interactive dashboards	There are two key stakeholders accessing the analytics solution and reports/ dashboards. 1. Ministries/ Departments/ Government bodies - Heads of Organization, Owners of Activities, Moderators of Activities, Senior Officials will have role based access of the analytics solution and reports/ dashboard 2. Citizens - Will have access to only published reports and dashboard on MyGov website. Information in dashboards should comprise of analytics of MyGov specific discussions, talks, polls, contests, etc. correlated with other media. All the listed analytics attributes as stipulated in the RFP shall be considered for preparing dashboards. Role based access and drill down information pertaining to analysis will be defined with the selected IP.
15	Vol 1	Bidders experience		Can OEM project experience be accepted or considered, wherever SI Experience is not available?	Please refer Corrigendum.
16	Vol 1	Page 96, Integration Services	The analytics solution may be required to be integrated with other government applications.	Since the RFP expects us to integrate with Social Media properties and run analytics as well, is API based integration also expected with social media sites like twitter or facebook to handle the high data volume. Please confirm	Correlation of other media contextually relevant data and MyGov data is required for this engagement. Bidder may decide if either API based integration or data scrapping can meet the intended objective of this engagement.
17	Vol 1	Page 48, Scope of work		Does the project expect near real time access of data from identified social media sites like facebook, twitter, blogs and articles. What is the accepted delay in case of social media platforms for analysis.	Please refer corrigendum.

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18	Vol 1	Page 54	Application Support Helpdesk	Apart from Phone & Email, Please confirm if a CTI integration and digital solutions like online chat and remote management s also required. Generally cross channel support is advised for all modern helpdesk solutions to have a 360 degree view of greivances.	As per scope of work. MyGov may provide ticketing solution which shall be integrated with the helpdesk support services required under this engagement.
19	Vol 1	Section 5.1.3 Page 52	MyGov Historical Reports	Is there requirement to have analysis of historical data from social media for example data from 2016 onwards or ast 30 days or 60 days etc.	The requirement is specific to MyGov data. The solution should have capability to analyse MyGov historical data.
20	Vol 1	Section 5.1.3 Page 53	A minimum concurrency of 10,000 is expected for the open for all dashboard (to be accessed by citizens); the same is expected to increase with time and it would be the IP's responsibility to maintain the solution to meet the required concurrency	Please clarify what dashboards will be used by citizens	Citizens will be accessing dashboards and analytics published on MyGov website. Information in dashboards should comprise of analytics of MyGov specific discussions, talks, polls, contests, etc. correlated with other media. All the listed analytics attributes as stipulated in the RFP shall be considered for preparing dashboards.
21	Vol 1	Section 5.1.3 Page 53	3. The IP should develop an open dashboard for citizens (view only access to users), publish it on the MyGov portal (www.mygov.in). The other dashboard should have the role based access for different stakeholders as defined by MyGov.	Will this be static dashboard with D-n data available for Citizen's consumption	Citizens will be accessing dashboards and analytics published on MyGov website. Information in dashboards should comprise of analytics of MyGov specific discussions, talks, polls, contests, etc. correlated with other media. All the listed analytics attributes as stipulated in the RFP shall be considered for preparing dashboards.

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22	Vol 1	Section 5.1.5 Page 55	Track 5:- Language Development	Is there a need listen to social messages of each language from social media and need to do the semantic analysis of each language also.	Scope of work includes integrating the Indian regional language analytics functionality with analytics solution. Requirement of listening other media in regional language shall be provisioned for after each such integration of regional language is completed.
23	Vol 1	Section 5.1.3 Page 52	Proposed Reports	Please provide examples of E-Greetings Reports, E-Sampark Reports, Mann Ki Bat Reports, Ministry Specific Reports.... Does these reports also need to include the social media content also in it?	Format Attached. Please refer corrigendum
24	Vol 1	Consortium		Please allow consortium of bidders to jointly bid for the project. Social Media and Analytics are two different streams. Social Media being a new development in landscape it is difficult to get experience of both from a single bidder. Hence please allow consortium for maximum participation.	No consortium allowed
25	Vol 1	General	Data Store	It is not clear of MyGov wants / prefers a Bg Data plake method of storage of data	Bidder may provision for suitable methods for storage of data in line with the scope of work.
26	Vol 1	General	Data Size	There is no view of existing Data Size, and its growth periodically.	Please refer corrigendum for user engagement growth.
27	Vol 1	Existing Analytics	Information	There is no information w.r.t to who is driving the Analytics right now, what are the tools being used, and issues faced by the same	Formats of existing reports are attached. Reports are prepared manually by MyGov team. Please refer corrigendum.
28	Vol 1	62 page	Deployment	Deployment time for MyGov Analytics of 4 weeks and Other Media Analytics of 2 weeks is too short. Please extend both by 3 weeks	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
29	Vol 1	(14,14)	shall mean the date of issue of work order or the date of issue of acceptance of bid or date of contract whichever is earlier.	<p>Bidder requests modification: -</p> <p>shall mean the date of issue of work order or the date of issue of acceptance of bid or date of contract whichever is <del>later</del> earlier.</p>	No Change
30	Vol 1	(2.4,19)	<p>A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MyGov shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, the time, cost and effort of MyGov including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to MyGov hereunder or otherwise.</p>	<p>Bidder requests modification: -</p> <p>A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MyGov shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, the time, cost and effort of MyGov <del>including consideration of such Bidder's Proposal</del>, without prejudice to any other right or remedy that may be available to MyGov hereunder or otherwise.</p>	No Change

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31	Vol 1	(2.4,20)	MyGov requires that the Bidder provides solutions which at all times hold MyGov's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MyGov.	Bidder requests modification: -MyGov requires that the Bidder <b>reasonably endeavor</b> to provides solutions which at all times hold MyGov's interests paramount, avoid conflicts with other assignments or its own interests, and <del>act without any consideration for future work.</del> The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, <del>or that may place it in a position of not being able to carry out the assignment in the best interests of MyGov.</del>	No Change
32	Vol 1	(2.4,20)	a constituent of such Bidder is also a constituent of another Bidder; or - such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or - such Bidder has the same legal representative for purposes of this Application as any other Bidder; or - such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder;	Customer to please clarify on the nature of subsidy or grant received.  Also, Customer on clarify on what it means by 'constituents' of a Bidder.	The clause is to ensure that bidding agencies are not related to each other directly or indirectly

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33	Vol 1	(2.5,21)	<p>Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:</p> <ul style="list-style-type: none"> <li>o Include all documentation specified in this RFP;</li> <li>o Comply with all requirements as set out within this RFP.</li> </ul>	<p>Bidder requests modification: -</p> <p>Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:</p> <ul style="list-style-type: none"> <li>o Include all documentation specified in this RFP;</li> <li>o Comply with all requirements as set out within this RFP <b><u>except those for which deviations have been submitted by the bidder forming an integral part of the bidder's proposal.</u></b></li> </ul>	Deviations are not allowed
34	Vol 1	(2.9 (d),22)	<p>The EMD may be forfeited:i. If a Bidder withdraws its bid during the period of bid validity.ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP. If the successful Bidder fails to provide the Performance Bank Guarantee as required atthe time of signing of the Agreement.iii. In case MyGov decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in Clause 2.24iv. In case MyGov decides to reject the bid as the Bidder makes false or misleading claims in the bid as defined in Clause 2.24v. In case of a successful Bidder, if the Bidder fails to accept the work order at the quoted rate.vi. EMD submitted by the Bidder should be valid for 180 days from the date of submission of proposal</p>	<p>Bidder requests modification: -The EMD may be forfeited:i. If a Bidder withdraws its bid during the period of bid validity.ii. In case of a successful Bidder, if the Bidder fails to sign the contract <b><u>on mutually agreed terms and conditions</u></b> in accordance with this RFP. <i>If the successful Bidder fails to provide the Performance Bank Guarantee as required atthe time of signing of the Agreement.</i>iii. In case MyGov decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in Clause 2.24 <b><u>by a court of competent jurisdiction</u></b>iv. <del>In case MyGov decides to reject the bid as the Bidder makes false or misleading claims in the bid as defined in Clause 2.24v.</del> In case of a successful Bidder, if the Bidder fails to accept the work order at the quoted rate.vi. EMD submitted by the Bidder should be valid for 180 days from the date of submission of proposal</p>	No Change



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35	Vol 1	(2.17,28)	Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 2 Section 7.2.5. The bids with deviation(s) are liable for rejection.	Bidder requests modification: -  Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP. <del>The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 2 Section 7.2.5. The bids with deviation(s) are liable for rejection.</del>	No Change
36	Vol 1	(2.22,29)	All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the IP and sub-contractors who would be deployed on the project would have to furnish a Non-Disclosure Agreement (NDA) as per RFP Volume 2	Bidder requests modification: -  All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. <del>The employees of the IP and sub-contractors who would be deployed on the project would have to furnish a Non-Disclosure Agreement (NDA) as per RFP Volume 2</del>	No Change
37	Vol 1	(2.23,29)	The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:· The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.	Bidder requests modification: -The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:- <del>The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.</del>	No Change

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38	Vol 1	(2.24,29)	<p>The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MyGov shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, MyGov shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, time, cost and effort of MyGov, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.</p>	<p>Bidder requests modification: -</p> <p>The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MyGov shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it <b>a court of competent jurisdiction</b> determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, MyGov shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD <del>or PBG, as the case may be,</del> as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, time, cost and effort of MyGov, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.</p>	No Change

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39	Vol 1	(2.24,29)	<p>Without prejudice to the rights of MyGov under Clause above and the rights and remedies which MyGov may have under the Agreement, if a Bidder is found by MyGov to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of contract or the execution of the Agreement, such Bidder shall not be eligible to participate in any bid process or RFP issued by MyGov during a period of 3 years from the date such Bidder is found by MyGov to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p>	<p>Bidder requests modification: -Without prejudice to the rights of MyGov under Clause above and the rights and remedies which MyGov may have under the Agreement, if a Bidder is found by <b><u>a court of competent jurisdiction</u></b> MyGov to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of contract or the execution of the Agreement, such Bidder shall not be eligible to participate in any bid process or RFP issued by MyGov during a period of 3 years from the date such Bidder is found by MyGov to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p>	No Change

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40	Vol 1	(2.24,30)	<p>“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MyGov who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MyGov, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MyGov in relation to any matter concerning the Project;</p>	<p>Bidder requests modification: -“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MyGov who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MyGov, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MyGov in relation to any matter concerning the Project;</p>	No Change

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41	Vol 1	(3.2,32)	Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:· Not submitted in format as specified in the RFP document· Received without the Letter of Authorization (Power of Attorney)· Found with suppression of details· With incomplete information, subjective, conditional offers, and partial offers submitted· Submitted without the documents requested· Non-compliant to any of the clauses mentioned in the RFP· With lesser validity period	Bidder requests modification: -Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:· Not submitted in format as specified in the RFP document· Received without the Letter of Authorization (Power of Attorney)· Found with suppression of details· With incomplete information, subjective, conditional offers, and partial offers submitted· Submitted without the documents requested· <del>Non-compliant to any of the clauses mentioned in the RFP.</del> With lesser validity period	No Change
42	Vol 1	(3.5 (8),37)	Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of bid submission date.	Bidder requests modification: - Bidder should not <del>have been</del> <b>be</b> blacklisted by Govt. of India/State Government/Central PSU at the time of bid submission date.	Accepted. Please refer corrigendum.
43	Vol 1	(4.1 (b),45)	The notification of award will constitute the formation of the contract. Upon the selected Bidder's furnishing of performance bank guarantee, MyGov will promptly notify each unselected Bidder and return their EMD/ Bid Security.	Bidder requests modification: - <del>The notification of award will constitute the formation of the contract. Upon the selected Bidder's furnishing of performance bank guarantee, MyGov will promptly notify each unselected Bidder and return their EMD/ Bid Security.</del>	No Change

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44	Vol 1	(4.2,45)	<p>a. After the notification of award, MyGov will issue Purchase Order (PO) The selected Bidder shall sign and return back to MyGov duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days from the date of issuance of PO along with a Performance Bank Guarantee.</p> <p>b. On receipt of the Performance Bank Guarantee MyGov shall enter into a contract. The Master Service Agreement is provided in volume 2. MyGov shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the selected Bidder and follow appropriate government guidelines for future course of action.</p>	<p>Bidder requests modification: -a. After the notification of award, MyGov will issue Purchase Order (PO) The selected Bidder shall sign and return back to MyGov duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days from <b><u>the date of signing of the Master Services Agreement containing mutually agreed terms and conditions</u></b> issuance of PO along with a Performance Bank Guarantee.</p> <p>b. <del>On receipt of the Performance Bank Guarantee MyGov shall enter into a contract. The Master Service Agreement is provided in volume 2. MyGov shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the selected Bidder and follow appropriate government guidelines for future course of action.</del></p>	No Change
45	Vol 1	(4.4,46)	<p>Failure of the IP to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, In such a case, MyGov shall, without prejudice to the right to seek other remedies, invoke the PBG and/or forfeit the EMD of IP, as the case may.</p>	<p>Bidder requests modification: -</p> <p>Failure of the IP to agree with the Terms and Conditions of the RFP <b><u>except those for which deviations have been submitted by the bidder</u></b> shall constitute sufficient grounds for the annulment of the award, <del>In such a case, MyGov shall, without prejudice to the right to seek other remedies, invoke the PBG and/or forfeit the EMD of IP, as the case may.</del></p>	No Change
46	Vol 1	(Section 6,61)	<p>The purchaser reserves the right to review the SLA definitions, target levels and liquidated damages on an annual basis, and in consultation with the IP and Third Party Agencies (appointed by the purchaser).</p>	<p>Bidder requests modification: -</p> <p>The purchaser reserves the right to review the SLA definitions, target levels and liquidated damages on an annual basis, and in <del>consultation</del> <b><u>concurrency</u></b> with the IP and Third Party Agencies (appointed by the purchaser).</p>	No Change

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47	Vol 1	(7.2.1,73)	We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.	Bidder requests modification: - We hereby declare that all the information and statements made in this pre-qualification bid are true <b>to the best of our knowledge</b> and accept that any <b>intentional</b> misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document <b>except for the ones which are subject to our deviations submitted along with our proposal</b> . We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.	No Change
48	Vol 1	(7.2.4,75)	This is to notify you that our Firm <Name> intends to submit a proposal in response to RFP for Selection of Implementation Partner for implementing Analytics Solution for MyGov. In accordance with the above we would like to declare that: a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment b. We are not black-listed by any Central / State Government / Public Sector Undertaking in India	Bidder requests modification: -  This is to notify you that our Firm <Name> intends to submit a proposal in response to RFP for Selection of Implementation Partner for implementing Analytics Solution for MyGov. In accordance with the above we would like to declare that: a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment b. We are not black-listed by any Central / State Government / Public Sector Undertaking in India <b>as on the date of submission of the bid.</b>	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
49	Vol 1	(7.3.1,77)	<p>We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.</p>	<p>Bidder requests modification: -</p> <p>We hereby declare that all the information and statements made in this pre-qualification bid are true <b><u>to the best of our knowledge</u></b> and accept that any <b><u>intentional</u></b> misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document <b><u>except for the ones which are subject to our deviations submitted along with our proposal</u></b>. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.</p>	No Change
50	Vol 1	(--,89)	<p>The conditions of this obligation are:1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid(a) Withdraws his participation from the bid during the period of validity of bid document; or(b) Fails or refuses to participate in the subsequent bid process after having been short listed;</p>	<p>Bidder requests modification: -The conditions of this obligation are:1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid(a) Withdraws his participation from the bid during the period of validity of bid document; or(b) Fails or refuses to participate in the subsequent bid process after having been short listed <b><u>despite deviations submitted by the bidder being adequately considered by the Customer;</u></b></p>	No Change



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
51	Vol 1	(7.7,92)	The IP shall perform periodic audits to measure license compliance against the number of valid end user software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions. The responsibility of license compliance solely lies with the IP. The IP will indemnify MyGov from all losses pertaining to non-compliance of licencing terms and conditions procured for this engagement.	Bidder requests modification: -  The IP shall perform periodic audits to measure license compliance against the number of valid end user software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions. <del>The responsibility of license compliance solely lies with the IP. The IP will indemnify MyGov from all losses pertaining to non-compliance of licencing terms and conditions procured for this engagement.</del>	No Change
52	Vol 1	1.5 Availability of the RFP Documents, Page 12	..... Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.	..... Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal <del>and forfeiture of the bid security.</del>	No Change
53	Vol 1	2.9 Earnest Money Deposit (EMD), Page 22	d. The EMD may be forfeited:i. If a Bidder withdraws its bid during the period of bid validity.ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP. If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.	d. The EMD may be forfeited:i. If a Bidder withdraws its bid during the period of bid validity.ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with <del>this RFP</del> <b>the Bidder's proposal</b> . If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.	No Change
54	Vol 1	2.23 Disqualification, Pge 29	· The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.	Request to delete this	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
55	Vol 1	3.5 Stage 1- Pre-qualification criteria, Page 35		Request Work Orders not to be mandatory as the same might be under NDA	The Bidder can submit an authorised letter by CA or CS indicating the Work Done & confidentiality of details due to NDA. Please refer corrigendum
56	Vol 1	3.6.4 Technical Presentation, Page 43	Note: The presentation has to be delivered by the Bidder's nominated Program Manager. Bidder needs to commit 100 percent time availability of key personnel proposed from the day 1 of the project in compliance to the SLAs.	Note: The presentation has to be delivered by the Bidder's nominated Program Manager <b>or a Program Manager with similar or higher skills/qualification</b> . Bidder needs to commit 100 percent time availability of key personnel proposed <b>or Key personnel with similar or higher skills/qualification</b> from the day 1 of the project in compliance to the SLAs.	Accepted. Please refer corrigendum.
57	Vol 1	4.3 Performance Bank Guarantee (PBG), Page 45	PBG shall be invoked by MyGov in the event the Bidder: i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of MyGov. ..... MyGov may, in its sole discretion, allow the Bidder to cure the breach within such 30 days' notice period and if the breach is cured to the satisfaction of MyGov within such period, the PBG will not be invoked..... MyGov shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	PBG shall be invoked by MyGov in the event the Bidder: i. fails to perform the responsibilities and obligations as set out in the <b>RFP to the complete satisfaction of MyGov Contract</b> . ..... MyGov <b>may, in its sole discretion, shall</b> allow the Bidder to cure the breach within such 30 days' notice period and if the breach is cured to the satisfaction of MyGov within such period, the PBG will not be invoked..... MyGov shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him <b>under this contract</b> , an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
58	Vol 1	4.4 Failure to agree with the Terms and Conditions of the RFP, Page 46	Failure of the IP to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, In such a case, MyGov shall, without prejudice to the right to seek other remedies, invoke the PBG and/or forfeit the EMD of IP, as the case may.	Failure of the IP to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, <del>in such a case, MyGov shall, without prejudice to the right to seek other remedies, invoke the PBG and/or forfeit the EMD of IP, as the case may.</del>	No Change
59	Vol 1	5.3 Payment Schedule, Page 56	M1 License Cost : 40% of B on deployment of Solution and generation of first set of initial reports 20% of B after one month of successful operations 20% of B after completion of successful operations for first quarter 20% of B after completion of successful operations for second quarter	M1 License Cost : 90% on Delivery 10% on installation	No Change
60	Vol 1	Consideration for Liquidated Damages (LD), Page 60	The liquidated damages are capped to 10% of the value of contract.	The liquidated damages are capped to <del>10%</del> <u>5%</u> of the value of contract.	No Change
61	Vol 1	7.2.1 Pre-Qualification Bid Covering Letter, Page 73	We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.	We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any <del>misinterpretation</del> <u>misrepresentation</u> contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document <u>subject to deviations proposed</u> . We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.	Deviations are not allowed

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
62	Vol 1	7.2.5 No Deviation Certificate, Page 76	<p>This is to certify that our offer is exactly in line with your RFP (including amendments) no. _____ dated _____.</p> <p>This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, User Requirements Specification, Functional Requirements Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.</p>	<p>This is to certify that our offer is <b>exactly</b> in line with your RFP (including amendments) no. _____ dated _____. This is to <b>expressly</b> certify that our offer contains, <b>except for deviations specifically listed out in the prescribed format</b>, no deviation either Technical (including but not limited to Scope of Work, User Requirements Specification, Functional Requirements Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.</p>	Deviations are not allowed
63	Vol 1	7.3.1 Technical Bid Covering Letter (On Bidder's company letter head signed by authorized signatory), Page 77	<p>We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.</p>	<p>We hereby declare that all the information and statements made in this Technical bid are true and accept that any <b>misinterpretation misrepresentation</b> contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document, <b>subject to deviations proposed</b>. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.</p>	No Change
64	Vol 1	7.4.1 Commercial Bid Covering Letter, Page 84	<p>1. PRICE AND VALIDITY ..... § We understand that the actual payment would be made as per the existing direct tax rates during the time of payment.</p>	<p>1. PRICE AND VALIDITY ..... § We understand that the actual payment would be made as per the existing direct <b>&amp; indirect</b> tax rates during the time of payment.</p>	Accepted. Please refer corrigendum.
65	Vol 1	7.4.2 Total Cost of Ownership with taxes, Page 86	<p>Note: i. Any existing tax/duty not mentioned here will not be entertained at a later date</p>	<p>Note: i. Any existing tax/duty not mentioned here will not be entertained at a later date, <b>However, if the same was not applicable at the time of bidding, it shall be paid at actuals as applicable at the time of invoicing</b>.</p>	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
66	Vol 1	7.4.2.2 License Cost (B), Page 87	Note : IP is responsible for sizing and procuring all necessary software licenses as per the requirements provided in the RFP. In case any additional license is required for the successful implementation and functioning of solution, for which costing has not been factored in, such licenses or products shall be provided by IP at no cost to the MyGov, MeitY, GoI.	Note : IP is responsible for sizing and procuring all necessary software licenses as per the <b>data/facts and</b> requirements provided in the RFP. In case any additional license is required for the successful implementation and functioning of solution, for which costing has not been factored in, such licenses or products shall be provided by IP at no cost to the MyGov, MeitY, GoI.	No Change
67	Vol 1	62 page	Deployment	Deployment time for MyGov Analytics of 4 weeks and Other Media Analytics of 2 weeks is too short. Please extend both by 3 weeks	No Change
68	Vol 1		Pre-Bid query submission date	Extension of Pre-Bid query submission date	No
69	Vol 1	Section 1.1, Page No 10 / 98	The activities mentioned above invite a huge volume of structured, semi structured and unstructured data which need to be analysed in a time bound manner for informed decision making by the Government	Please specify the structured sources of data. Please specify the semi-structured sources of data. What is the current data volume for each of the sources? What is the volume of historical data (if any) for the sources? What is the expected growth rate of data year-on-year for the source systems?	MyGov Data and Other Media Data

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
70	Vol 1	Section 1.2, Page No 10 / 98	This is an indicative list of key stakeholders. It is liable to evolve with time. The Implementation Partner would be required to deploy a solution available for use by all stakeholders based on checks/balances and roles as decided by MyGov	<p>Please specify the expected number of users to whom the analytics solution has to be provided for MeitY and for other Central Ministries/Government Departments?</p> <p>How many users would be only consumers of the insights generated by the application? How many users would be power users? How many users would wish to have admin access for the application created?</p>	<p>There are two key stakeholders accessing the analytics solution and reports/ dashboards.</p> <p>1. Ministries/ Departments/ Government bodies - Heads of Organization, Owners of Activities, Moderators of Activities, Senior Officials will have role based access of the analytics solution and reports/ dashboard</p> <p>2. Citizens - Will have access to only published reports and dashboard on MyGov website. Information in dashboards should comprise of analytics of MyGov specific discussions, talks, polls, contests, etc. correlated with other media. All the listed analytics attributes as stipulated in the RFP shall be considered for preparing dashboards.</p> <p>Role based access and drill down information pertaining to analysis will be defined with the selected IP.</p>
71	Vol 1	Section 3.6.4, Page No 41 / 98	MyGov would evaluate the proposed solution of the all the Bidders who have been qualified for Technical Evaluation Stage. The Bidders have to present their solution based on the use cases mentioned below. The data shall be provided by MyGov to the shortlisted Bidders.	We request that for the purpose of the demo, some sample data for the use cases be shared with the short listed bidders, prior to the presentation.	Data would be provided to all pre-qualified bidders in the csv format 24 hours before the technical presentation. Please refer corrigendum

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
72	Vol 1	Section 5.1.2, Page No 49 / 98	The onsite deployment initially has been planned for a period of one year from the date of award of WorkOrder, after which the requirement of such resources will be assessed by MyGov. MyGov reserves the right to either extend the onsite deployment or release the resources for offsite deployment after one year to support the project operations (Offsite deployment of manpower shall not be paid by MyGov).	The entire duration for which the bidder needs to plan the development, deployment and support of the application is 2 years, of which we request that post one year, the onsite-offshore model be allowed and resources be billed on T&M basis.	No Change
73	Vol 1	Section 5.1.3, Page No 49 / 98	The minimum set of current and proposed reports which are required to be delivered by the IP through the analytics solution are tabulated below:	<p>Does it imply that the current set of reports would also be need to be studied and re-built/enhanced by the bidder during the implementation phase of the project. If Yes, whereas an indicative list of such existing reports have been provided, please share the total number of such reports?</p> <p>The lowest frequency of generation of the existing reports is "Daily". Are the reports in To Be state to be generated real-time/more than once a day.</p> <p>Dow we envisage a need for real time data integration and therefore Change Data Capture mechanisms? If yes, please explain a few use cases for the same.</p>	<p>Yes, format of current set of reports are attached in Corrigendum.</p> <p>Daily reports needs to be generated once a day</p> <p>There may be requirement of near real time data integration. For Example Mann Ki Baat analysis.</p>
74	Vol 1	Section 5.1.3, Page No 54 / 81	IP has to integrate login of the analytics solution with MyGov authentication framework.	Please share the details of the MyGov authentication framework	The same would be shared with the selected IP. It is standard authtication KIT.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
75	Vol 1	Section 5.1.3, Page No 55 / 81	The solution should have the multi lingual capability for integration of above mentioned languages for meeting state specific requirements. However, MyGov reserves the right on deciding the languages for integrating in the solution.	Adding a new language is a very complex process that requires taxonomies to be built, semantic rule sto be defined, etc. We request that the integration of languages be limited in scope to a defined few during the implementation phase, and others may be added by the bidder during teh support phase	No Change
76	Vol 1	General		Please specify if the bidder may propose open source solutions for the analytics application, which meet the stated criteria	The bidder can quote any solution as far as the same meets the required criteria and scope
77	Vol 1	Section 7.8, Page 96/98	Integration Services: The analytics solution may be required to be integrated with other governmentapplications. Integration of the solution with other applications should be throughWeb Services,MessageRequest for Proposal (RFP) Volume – 1MyGov97Queuing, File based or API based services. The proposed solution should be able to adapt to the integrationrequirements and IP should factor the effort and cost of integration requirement whilst bidding for thisengagement. Currently it is estimated that solution would be integrated with State instances of MyGov,Microsites and Mobile apps of MyGov, Sites and mobile apps of MeitY and associated governmentbodies.	Would it good to assume that the source data would be provided in the form of flat file extracts, in mutually agreed file formats, in a pre-designated landing zone? Or is it expected that the data extraction should be performed from the source systems? What is the existing middleware across MyGov state instances and micro sites that may be leveraged by the bidder?	Data may be both structured and unstructured. Source of the data can be Flat files and MyGov data extraction will be through APIs.



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
78	Vol 1	Section 7.8, Page 96/98	The core MyGov Analytics solution will be hosted in MyGov environment, and the reports of solution will be accessed by authorised stakeholders and users through various means and mechanisms and they would be able to request/obtain required services through Internet, Intranet and Mobile Devices.	Are all the proposed reports to be enabled on Mobile or select dashboards would be enabled for Mobile?	All Proposed dashboards should be mobile responsive
79	Vol 1	Section 7.7, Page 92/98	Track 2: Manpower Deployment and Planning	Would the niche skills like database admin, operating system admin, hardware admin be need to be provisioned by the bidder during the 2 Year phase? Or would the NIC provide for the hardware and software administration and support?	Bidder may decide on the requirement as per scope of work.
80	Vol 1	Section 3.5, Stage 1- Pre-qualification criteria, Point # 7	The proposed tool should have been implemented in at least 3 clienteles in India. The tool should have been implemented for at least 1 regional language of India	We request that this clause be removed.	No Change
81	Vol 1		Pre Qualification	As a startup, we understand that we do not fulfill the pre-qualification criterion related to experience and turnover mentioned in the document, but we believe we are suitably equipped technologically and skill-wise to undertake this project. We will be keen to hear from you on whether as a startup, can we be eligible for the tendering process? Is there any possibility or clause which can make us participate in the process? Let us know.	No Change



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
<b>Volume 2</b>					
1	Vol 2	Pg. 7 , Cl. 1.4 (iii) – Ambiguities within Agreement	As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail; and	Request you to kindly consider Proposal to be the prevailing document in case of any conflict between the Proposal and the Agreement. Please note that the Proposal would contain response to all the generic clauses of the RFP and this Agreement in a specific manner.	No change
2	Vol 2	Pg. 9 , Cl. 5.1 – Key Performance Measurement	(i) Sub clause (ii) : The Purchaser reserves the right to amend any of the terms and conditions in relation to the Agreement/ Services specifications/ SLAs and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the Implementation Partner to provide more resources, outside the agreed scope of work, the Purchaser shall bear mutually agreed additional expenses for the same	Sub Clause (ii) : We would kindly request you to consider a mutual discussion and agreement before change of scope of work/Service Specification/SLA's. This could be addressed via a change request mechanism as provided under Annexure B. While we note in case of requirement for any additional resources the additional expenses will be mutually agreed upon, we would also like to highlight that the changes suggested by you may not necessarily only be limited to increase in number of resources alone. Accordingly, we would kindly request to change the wording to suggest that any additional expense (and not be limited to expense arising out of increase in number of resources alone) arising as a result of changes prescribed above will be borne by the Customer.	Clause deleted. Please refer corrigendum
3	Vol 2	Pg. 10, Cl. 5.3 – Liquidated Damages	Please refer to the original clause	Request modification of clause to suggest that LD's applicable will be the sole and exclusive remedy available to the Purchaser in case of any SLA breaches. This is relevant as otherwise we believe that it goes against the basic principle behind creation of events of LD. LD's are a pre-estimate of the damages as ascertained by both the Parties. Accordingly, request you to kindly consider modifying the language.	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
4	Vol 2	Pg. 11, Cl. 6.1 _ Reqs & Warranties	Please refer to the original text	Given that IP indemnity is being agreed to under this agreement, could we kindly do away with warranties against IP breaches as provided clause xviii of this clause as this would act as a double dip on the implementation partner.	Warranties related to IP breach are deleted and will not be applicable. Please refer corrigendum
5	Vol 2	Pg. 15, Cl. 9 – Use of Assets by the Implementation Partner	<p>Please refer to the original language</p> <p>Sub clause (vii) : Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law</p>	<p><b>Request you to kindly confirm if it would be amenable to replace the term negligence with Gross Negligence for the purposes of this Agreement. If yes, please confirm if it would be acceptable for you to accept the definition of Gross Negligence as suggested below:</b></p> <p><b>Gross Negligence means an act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Agreement and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or real property.</b></p>	<p>Instead of negligence, gross negligence is accepted. But the definition is not accepted. Please refer corrigendum</p>

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6	Vol 2	Pg. 17, Cl. 11 – Management of the Project	Please refer to the original text	Cl. 11.3: Please note that we are in principle agreement with this clause. Accordingly, the Implementation Partner will be providing the services as per standard industry practices. Accordingly, we would kindly request you to clarify as to whether the Purchaser will (depending on your requirements) notify the IP of any specific requirement to be met by the IP as per the IT Act or other Applicable laws including Government of India notifications? If yes, please note that IP is prepared to meet such requirements at the request and cost of the Purchaser. Further. IP also presumes that the Parties would kindly request to resort to the Change Request mechanism in case of any such additional requirements.	The bidder should do a due diligence on the security related laws that are applicable to the given services and factor the cost of compliance with such laws in their commercials. Any changes in the security related laws, subsequent to submission of proposal, that may have cost implication on the selected vendor will be dealt through change request process. Bidders are advised to follow the provisions of the existing Information Technology Act, National Information Technology Policy, National Cyber Security Policy and other relevant laws as notified from time to time by the Government. Please refer corrigendum.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
7	Vol 2	Pg. 18, Cl. 12 – Financial Matters	Clause 12.2 (iv) : Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within 20 (twenty) days of receipt of the applicable invoice. The disputed / withheld amount shall be settled by the Steering Committee as per the Governance Schedule as set out in Volume 1 of the RFP which shall be settled within reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts within 30 (thirty) days of resolution of dispute. Any exercise by the Purchaser under this clause shall not entitle the Implementation Partner to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.	Please note that we are in principle agreement with this clause. However, could you please provide more clarity in terms of continuation of work while at dispute? Would it be safe to assume that continuation of work in this context would be with respect to any work which falls outside the purview of the dispute?	No work whatsoever should be stalled due to this clause.
8	Vol 2	Pg. 20, Cl. 13.1 – Events of Default	Please refer to the original language	Cl. 13.1: Request you to kindly consider amending the language to suggest that breach of contractual terms should be of a material nature causing adverse impact to the Customer?	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
9	Vol 2	Pg. 22, Cl. 13.5 – Effects of Termination	Please refer to the original clause.	<p>While we are in principle agreement with this clause we would kindly urge you to amend the clause to suggest that (in case of all scenarios provided under this clause 13) that the Implementation Partner shall be paid for all the services rendered up to the effective date of termination with our there being any conditionality on exit management. Implementation Partner will certainly continue with its efforts of exit management however, payment for service rendered up to the effective date of termination should not be subject to such exit management being performed or completed. This is relevant to us as otherwise we would have concerns around accounting the receivables. Separately, we would also urge you to consider providing the implementation partner with an option to terminate the Contract in case of non-payment or delayed payment beyond a reasonable period.</p>	No change. It is only the last due payment which will be subject to this clause.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
10	Vol 2	Pg. 26, Cl. 14. 5 – Limitation of Liability	Please refer to the original clause.	<p>Please note that in the present draft breach of clause 11.3 has been called out amongst the exception to LOL cap along with indemnity provision as provided under Clause 14. Request you to kindly clarify the purpose of this addition. Separately, we would also like to submit that obligation provided under Cl. 11.3 is a mutual clause with responsibility on both the Parties. Please refer to our comments on Cl. 11.3 in this regard. Given the context we are of the opinion that IP will be acting on Customer's suggestion or instruction to meet the obligations envisaged under Cl. 11.3. Accordingly, to the extent the IP does not meet these requirements or instructions issued by the Customer from time to time then such instances will be treated as a breach and the IP will be liable to pay any court awarded damages thereto. Request you to kindly treat these damages as direct damages capped to the LOL value.</p>	Security and safety obligations under Clause 11.3' is deleted from clause 14.5 (iv). Please refer corrigendum
11	Vol 2	Pg. 30, Cl.17- Audit, Access and Reporting	Please refer to the original language.	<p>While we are in principle agreement with this clause we would kindly request you to consider providing a language to state that any pricing related information and other confidential information belonging to the Implementation Partner shall be outside the purview of such audit.</p>	No change.



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
12	Vol 2	Pg. 33, Cl. 19 (ii) (a) and Cl. 19 (iv)	<p>Cl. 19 (ii) (a): The Implementation Partner represents, warrants and covenants that on the Acceptance Date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, FRS and SRS and other manuals. The Implementation Partner also represents, warrants and covenants that the medium on which the Software is contained when delivered to the Purchaser will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.</p> <p>Cl. 19 (iv): The representations, warranties and covenants provided by the Implementation Partner under this Agreement will not be affected by Purchaser's modification of any portion of the software so long as the Implementation Partner can discharge its obligations despite such modifications, or following their removal by the Purchaser</p>	<p>We are in principle agreement with this clause (Cl. 19 (ii) (a) ) . However, please note that no software will ever be virus or bug free. We would kindly request you to remove reference to the same from this clause. Instead, could you please confirm if we could amend the language to suggest that the IP will not intentionally induce any virus or bug I any of its deliverables.</p> <p>With respect to clause 19 (iv), request you to kindly clarify the intent of the customer to modify any portion of the software. Please note that in case of any third party claim arising as a result of such modification Purchaser shall indemnify the IP to such extent. Additionally, in case of any COTS products for instance, Purchaser does not have an option to modify the same.</p>	No change.
13	Vol 2	Pg. 39, Cl. 21.13 – Conflict of Interest	<p>The Implementation Partner shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the IP or the IP's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict</p>	<p>Request you to kindly define conflict of interest for the purpose of this clause.</p>	<p>The term conflict of interest is to be understood in its normal commercial and legal sense used in Indian context.</p>

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
14	Vol 2	Pg. 39, Cl. 21.1.4 – Change Request Process	Please refer to the original clause	Request more clarity around sub clause (c) of this Cl. 21.1.4. We presume that the reference to the fact that <b><i>In the event the IP is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IP</i></b> , will be subject to the Risk purchase clause provided in this agreement. Please clarify.	Yes. It will be subject to risk purchase clause. Please refer corrigendum
15	Vol 2	Pg. 40 , Cl. 22 – Performance Bank Guarantee	Please refer to the original clause	<p>Please note that sub clause (i) to this clause states that if the PBG is liquidated/encased either in whole or partly during the pendency of the performance guarantee then the IP is expected to top us such used amount.</p> <p>Request you to kindly confirm if:</p> <p>a) We could do away with this requirement?</p> <p>b) If the answer to the above is No, Could you please clarify if the invocation of PBG could be limited to very specific material breaches by the IP causing any adverse impact on the performance of the Contract?</p> <p>c) Would you be amenable to consider a cap on the number of occasions a PBG could be topped up for the purpose of this clause?</p> <p>d) Can we treat invocation of PBG as the sole and exclusive remedy available to the Purchaser for certain specific breaches agreed to between the Parties?</p>	The PBG will not be required to be topped up. Please refer corrigendum

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
16	Vol 2	Vol 2, Page 68 SLAs	Helpdesk and IT Support Related Service Level Agreement (SLA) Criteria	<p>For the on-premise solution deployment, request clarification of roles &amp; responsibilities wrt Infrastructure management – for the infra hosting MyGov solution and for the infra required to run the analytics solution. Given that NIC team would already have arrangements to manage the data center and rest of the infrastructure, it may be optimal if they continue to manage the infra required for running the analytics solution.</p> <p>It would be helpful if client shares a RACI matrix for infra management (hardware, OS, DB, network).</p>	<p>MyGov/ NIC shall make provisions of the following:</p> <ul style="list-style-type: none"> <li>a. Hardware as proposed by the selected IP in their technical proposal</li> <li>b. Open source OS for hardware. Quantity as proposed by selected IP in their technical proposal. For any other OS the bidder has to make the provision in their technical &amp; financial proposal.</li> <li>c. Storage hardware with open source Database (however any other specific Database solution will be the responsibility of IP) as proposed by the selected IP in their technical proposal will be provided by MyGov/NIC.</li> <li>d. Antivirus. Quantity as proposed by the selected IP in their technical proposal would be provided by MyGov/NIC.</li> </ul> <p>Please refer corrigendum.</p>
17	Vol 2	(2.8,8)	Without prejudice to the generality of clause 2.7 above, the Implementation Partner is required to provide such services and support as the Purchaser may deem proper and necessary, during the Term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'Scope of Work' including the detailed scope of work specified in Volume 1 of the RFP and Annexures thereof).	Request deletion of the clause	<p>"Proper and necessary" changed to "inherent and necessary" in this clause. Please refer corrigendum</p>

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
18	Vol 2	(4.2,8)	The Implementation Partner shall be required to fulfil the Conditions Precedent which are as follows: (i) Furnishing by the Implementation Partner, within 7 (seven) days of the issuance of the Work Order by the Purchaser to the Implementation Partner, an unconditional, irrevocable and continuing Performance Bank Guarantee from any Nationalised/Scheduled bank equivalent to 10% of the Total Contract Value, in the format provided in the RFP which would remain valid for 90 (ninety) days after expiry of the Term of the Agreement;	Bidder requests modification: -  The Implementation Partner shall be required to fulfil the Conditions Precedent which are as follows: (i) Furnishing by the Implementation Partner, within 7 (seven) days <b>of signing the contract on mutually agreed terms and conditions</b> the issuance of the Work Order by the Purchaser <del>to the Implementation Partner</del> , an unconditional, irrevocable and continuing Performance Bank Guarantee from any Nationalised/Scheduled bank equivalent to 10% of the Total Contract Value, in the format provided in the RFP which would remain valid <b>till</b> <del>for 90 (ninety) days</del> after expiry of the Term of the Agreement;	No change.
19	Vol 2	(5.1 (ii),9)	The Purchaser reserves the right to amend any of the terms and conditions in relation to the Agreement/ Services specifications/ SLAs and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the Implementation Partner to provide more resources, outside the agreed scope of work, the Purchaser shall bear mutually agreed additional expenses for the same.	Bidder requests modification: - <b>Subject to taking prior consent from the Implementation Partner</b> , The Purchaser reserves the right to amend any of the terms and conditions in relation to the Agreement/ Services specifications/ SLAs and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the Implementation Partner to provide more resources, outside the agreed scope of work, the Purchaser shall bear mutually agreed additional expenses for the same.	Clause deleted. Please refer corrigendum

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
20	Vol 2	(6.1 (xviii),12)	<p>That the Implementation Partner owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Implementation Partner does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Implementation Partner or which the Implementation Partner is licensed to use, which are material in the context of the Implementation Partner's business and operations are being infringed nor, so far, as the Implementation Partner is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Implementation Partner by any person. All Intellectual Property Rights (owned. by the Implementation Partner or which the Implementation Partner is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto;</p>	<p>Bidder requests modification: -That the Implementation Partner owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Implementation Partner does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Implementation Partner or which the Implementation Partner is licensed to use, which are material in the context of the Implementation Partner's business and operations are being infringed nor, so far, as the Implementation Partner is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Implementation Partner by any person. All Intellectual Property Rights (owned. by the Implementation Partner or which the Implementation Partner is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto;</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
21	Vol 2	(8,14)	<p>If the Implementation Partner is unable to correct all the defects / deficiencies preventing acceptance of a Deliverable for which Implementation Partner is responsible after a reasonable number of repeated efforts (but not more than three (3) times), the Purchaser may at its discretion :· Allow the Implementation Partner to continue its efforts to make corrections; or· Accept the Deliverable with its defects / deficiencies and deduct such proportionate amounts from the Implementation Partner's fees as deemed appropriate by the Purchaser; or· Terminate this Agreement for cause in accordance with the procedures set forth in Clause 13 (except that the Purchaser is under no obligation to provide the Implementation Partner any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement.</p>	<p>Bidder requests modification: -If the Implementation Partner is unable to correct all the defects / deficiencies preventing acceptance of a Deliverable for which Implementation Partner is responsible after a reasonable number of repeated efforts (but not more than three (3) times), the Purchaser may at its discretion :· Allow the Implementation Partner to continue its efforts to make corrections; or· Accept the Deliverable with its defects / deficiencies and deduct such proportionate amounts from the Implementation Partner's fees as deemed appropriate by the Purchaser; or· Terminate this Agreement for cause in accordance with the procedures set forth in Clause 13 (<del>except that the Purchaser is under no obligation to provide the Implementation Partner any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement.</del> <b><u>In case of such termination, the Implementation Partner shall be paid for all goods delivered and services rendered up to the effective date of termination.</u></b></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
22	Vol 2	(9,15)	Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. The Implementation Partner agrees that the Implementation Partner will inform the Purchaser immediately if the Implementation Partner feels or comes to know that a charge may be / has been created over any of the Asset(s). In the event a charge is created over any of the assets which are owned by the Purchaser, the Purchaser shall have the right to get the charge removed at the risk, cost, expense of the Implementation Partner and the Implementation Partner shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by the Purchaser due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.	Bidder requests modification: -Use best <b>commercially reasonable</b> efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. The Implementation Partner agrees that the Implementation Partner will inform the Purchaser immediately if the Implementation Partner feels or comes to know that a charge may be / has been created over any of the Asset(s). <del>In the event a charge is created over any of the assets which are owned by the Purchaser, the Purchaser shall have the right to get the charge removed at the risk, cost, expense of the Implementation Partner and the Implementation Partner shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by the Purchaser due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.</del>	No change.
23	Vol 2	(11.3,17)	As per RFP	Customer to provide us a copy of its security policies.	Bidders are advised to follow the provisions of the existing Information Technology Act, National Information Technology Policy, National Cyber Security Policy and other relevant laws as notified from time to time by Government of India.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
24	Vol 2	(13.2,21)	<p>Where an Event of Default subsists or remains uncured, the Purchaser shall be entitled to:i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the Implementation Partner shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the Implementation Partner under this Agreement. The Implementation Partner shall in addition take all available steps to minimize loss resulting from such event of default.ii. Terminate this Agreement in full or in part.iii. Retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.iv. Invoke the Performance Bank Guarantee furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the Implementation Partner may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.</p>	<p>Bidder requests modification: -Where an Event of Default subsists or remains uncured, the Purchaser shall be entitled to:i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the Implementation Partner shall <b>reasonably endeavor</b> be obliged to comply with, which may include unilateral re-determination of the consideration payable to the Implementation Partner under this Agreement. The Implementation Partner shall in addition take all available steps to minimize loss resulting from such event of default.ii. Terminate this Agreement in full or in part.iii. <del>Retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard.</del> Nothing herein shall effect the continued obligation of the other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.iv. Invoke the Performance Bank Guarantee furnished hereunder, <del>enforce indemnity provisions, recover such other costs/losses and other amounts from the Implementation Partner may have resulted from such default</del> and pursue such other rights and/or remedies that may be available to the Purchaser under law.</p>	<p>Proposed changes to (i) acceptable. Please refer corrigendum.No changes to other points.</p>



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
25	Vol 2	(13.4,22)	<p>The Purchaser, may, by written notice of 90 (ninety) days sent to the Implementation Partner, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon this Clause being invoked by the Purchaser, the Purchaser shall pay the Implementation Partner for all invoices raised by the Implementation Partner for Services and Deliverables provided and accepted by the Purchaser till the effective date of termination for convenience.</p>	<p>Bidder requests modification: <del>The Purchaser</del> <b>Either Party</b>, may, by written notice of 90 (ninety) days sent to <b>the other Party</b> <del>Implementation Partner</del>, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for <b>that Party's</b> the <del>Purchaser's</del> convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. <i>Upon this Clause being invoked by the Purchaser, the Purchaser shall pay the Implementation Partner for all invoices raised by the Implementation Partner for Services and Deliverables provided and accepted by the Purchaser till the effective date of termination for convenience.</i></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
26	Vol 2	(13.5,22)	<p>i. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Implementation Partner shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Implementation Partner to take over the obligations of the erstwhile Implementation Partner in relation to the execution/continued execution of the scope of this Agreement.iii. Where the termination of the Agreement is prior to its stipulated term on account of a Default on the part of the Implementation Partner or due to the fact that the survival of the Implementation Partner as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Implementation Partner for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Implementation Partner up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Implementation Partner. In case of</p>	<p>Bidder requests modification: <del>i. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Implementation Partner shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Implementation Partner to take over the obligations of the erstwhile Implementation Partner in relation to the execution/continued execution of the scope of this Agreement.iii.</del> Where the termination of the Agreement is prior to its stipulated term on account of a Default on the part of the Implementation Partner or due to the fact that the survival of the Implementation Partner as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Implementation Partner for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Implementation Partner up to the date of termination. <i>Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Implementation Partner. In case of any loss or damage due to default on the part of the Implementation Partner in performing any of its obligations with regard to executing the scope of work under this Agreement, the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser.</i> Additionally, the other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the Implementation Partner as described above in order to execute an effective transition and to maintain business continuity.</p>	No change.

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			<p>any loss or damage due to default on the part of the Implementation Partner in performing any of its obligations with regard to executing the scope of work under this Agreement, the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the Implementation Partner as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Agreement in terms of the Implementation Partner's Proposal, the RFP and this Agreement.</p>	<p>All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Agreement in terms of the Implementation Partner's Proposal, the RFP and this Agreement.</p>	

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27	Vol 2	(14.1,25)	Subject to Clause 14.2 below, the Implementation Partner (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement.	Bidder requests modification: -Subject to Clause 14.2 below, the Implementation Partner (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's <b>gross</b> negligence, wilful default, lack of due care or breach of terms of this Agreement.	Gross negligence accepted. Please refer corrigendum.
28	Vol 2	(14.3 (iii),25)	Notwithstanding anything contained herein, the Implementation Partner and the Purchaser agree and covenant that a notice by the Purchaser to the Implementation Partner in relation to the claim as aforesaid shall amount to express acceptance and consent by the Implementation Partner to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the Implementation Partner, the Purchaser shall reasonably co-operate with the Implementation Partner at the sole costs of the Implementation Partner, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser.	Bidder requests modification: - <del>Notwithstanding anything contained herein, the Implementation Partner and the Purchaser agree and covenant that a notice by the Purchaser to the Implementation Partner in relation to the claim as aforesaid shall amount to express acceptance and consent by the Implementation Partner to indemnify the Purchaser for all losses in relation to such claim.</del> Upon notice by the Implementation Partner, the Purchaser shall reasonably co-operate with the Implementation Partner at the sole costs of the Implementation Partner, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser.	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
29	Vol 2	(15.4,28)	<p>Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:a) Upon occurrence of an event mentioned in clause 15.2 (i), (ii) (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.</p>	<p>Bidder requests modification: -Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:a) Upon occurrence of an event mentioned in clause 15.2 (i), (ii) (iii) and (iv), the <b>Customer Parties</b> shall bear their <b>the</b> respective Force Majeure Costs <del>and neither Party shall be required to pay to the other Party any costs thereof.</del>b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.<b><u>In case Force Majeure subsists for more than sixty (60) days, either Party shall have the right to terminate the Agreement. In case of such termination, the Implementation Partner shall be paid for all the goods delivered and services rendered up to the effective date of termination.</u></b></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
30	Vol 2	(16,28)	<p>iv. The Implementation Partner shall execute a non-disclosure agreement with Purchaser in the format provided(Schedule VI) by the Purchaser and shall ensure that all its employees, agents execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project.v. The Implementation Partner may only disclose the Confidential Information in the following circumstances:a) with the prior written consent of the Purchaser;b) to a member of the Implementation Partner’s Team (“Authorised Person”) provided the Authorised Person needs to know the Confidential Information for accomplishment of the Services and the Authorised Person has executed a confidentiality agreement with the Purchaser prior to receiving such information; andc) if and to the extent that the Implementation Partner is compelled legally to disclose the Confidential Information.</p>	<p>Bidder requests modification: -iv. The Implementation Partner shall execute a non-disclosure agreement with Purchaser in the format provided(Schedule VI) by the Purchaser <del>and shall ensure that all its employees, agents execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project.</del>v. The Implementation Partner may only disclose the Confidential Information in the following circumstances:a) with the prior written consent of the Purchaser;b) to a member of the Implementation Partner’s Team (“Authorised Person”) provided the Authorised Person needs to know the Confidential Information for accomplishment of the Services <del>and the Authorised Person has executed a confidentiality agreement with the Purchaser prior to receiving such information;</del> andc) if and to the extent that the Implementation Partner is compelled legally to disclose the Confidential Information.</p>	No change.

# Response to pre-bid queries for MyGov Analytics

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
31	Vol 2	(17 (ii),30)	<p>The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Implementation Partner of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Implementation Partner undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the Implementation Partner failing which the Purchaser may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the Implementation Partner is out of the purview of audit/inspections.</p>	<p>Bidder requests modification: -The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit <b><u>and after giving a notice of at least thirty (30) days</u></b>, an audit to monitor the performance by the Implementation Partner of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Implementation Partner undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the Implementation Partner failing which the Purchaser may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the Implementation Partner is out of the purview of audit/inspections. <b><u>It also stands clarified that documents pertaining to internal cost records, pricing etc. stand excluded from the ambit of the audit. Also, such audit shall only be conducted once a year and the costs pertaining to such audit shall be borne by the Customer.</u></b></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
32	Vol 2	(18 (vi),32)	<p>The Purchaser shall own all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Implementation Partner in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the Purchaser, the Implementation Partner shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Implementation Partner in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Implementation Partner shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.</p>	<p>Bidder requests modification: -The Purchaser shall own all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Implementation Partner in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the Purchaser, the Implementation Partner shall, <b>upon receiving payment in full</b>, deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Implementation Partner in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Implementation Partner shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.</p>	<p>No change.</p>



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
33	Vol 2	(18 (iv),32)	<p>Third Party Products: If license agreements are necessary or appropriate between the Implementation Partner and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the Implementation Partner shall enter into such agreements at its own sole cost, expense and risk. However, the Implementation Partner shall use all commercially reasonable endeavours to pass through to Purchaser any third party's warranties relating to such Third Party Products. In the event that such warranties cannot be passed through to or enforced by Purchaser, the Implementation Partner will enforce such warranties on Purchaser's behalf and account to Purchaser for so doing.</p>	<p>Bidder requests modification: -</p> <p><del>Third Party Products: If license agreements are necessary or appropriate between the Implementation Partner and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the Implementation Partner shall enter into such agreements at its own sole cost, expense and risk. However, the Implementation Partner shall use all commercially reasonable endeavours to pass through to Purchaser any third party's warranties relating to such Third Party Products. In the event that such warranties cannot be passed through to or enforced by Purchaser, the Implementation Partner will enforce such warranties on Purchaser's behalf and account to Purchaser for so doing.</del></p>	no change.
34	Vol 2	(19 (i),33)	<p>The Implementation Partner represents, warrants and covenants that during the Warranty Period it will promptly provide the Purchaser with any and all maintenance modifications, enhancements, upgrades, updates and related Documentation which the Implementation Partner makes available to any other person or entity.</p>	<p>Bidder requests modification: <del>The Implementation Partner represents, warrants and covenants that during the Warranty Period it will promptly provide the Purchaser with any and all maintenance modifications, enhancements, upgrades, updates and related Documentation which the Implementation Partner makes available to any other person or entity.</del></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
35	Vol 2	(20,34)	As per RFP	We provide a Company wide Insurance Policy. Transaction specific Insurance is not allowed.	It is clarified that the vendor can share their insurance policy or a certificate stating that their existing insurance policy covers the insurance obligations mentioned in this Agreement. If the Purchaser is satisfied with the policy or the certificate, as the case may be, the Purchaser may, at its sole discretion, allow vendor not to procure separate insurance policy for this project.
36	Vol 2	(21.1 (ii),34)	The Implementation Partner shall ensure that the Implementation Partner's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Implementation Partner shall ensure that the Services are performed through the efforts of the Implementation Partner's team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Agreement relieves the Implementation Partner from its liabilities or obligations under this Agreement to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Agreement, the Implementation Partner shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or only in case of gross negligence or willful misconduct, indirectly by or on account of its team.	Bidder requests modification: -The Implementation Partner shall ensure that the Implementation Partner's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Implementation Partner shall ensure that the Services are performed through the efforts of the Implementation Partner's team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Agreement relieves the Implementation Partner from its liabilities or obligations under this Agreement to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Agreement, <del>the Implementation Partner shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or only in case of gross negligence or willful misconduct, indirectly by or on account of its team.</del>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
37	Vol 2	(21.1 (iv),35)	<p>The Implementation Partner shall, to the best of its efforts, avoid any change in the organizational structure proposed for execution of this Agreement or replacement of any manpower resource appointed. If the same is however unavoidable, due to circumstances such as resource leaving the Implementation Partner's organization, the same shall be require approval of the Purchaser. The Implementation Partner shall promptly inform the Purchaser in writing if any such revision or change is necessary. In case of replacement of any manpower resources, the Implementation Partner shall ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand holding period and training for the incoming resource.</p>	<p>Bidder requests modification: -The Implementation Partner shall, to the best of its efforts, avoid any change in the organizational structure proposed for execution of this Agreement or replacement of any manpower resource appointed. <del>If the same is however unavoidable, due to circumstances such as resource leaving the Implementation Partner's organization, the same shall be require approval of the Purchaser.</del> The Implementation Partner shall promptly inform the Purchaser in writing if any such revision or change is necessary. In case of replacement of any manpower resources, the Implementation Partner shall ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand holding period and training for the incoming resource.</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
38	Vol 2	(21.1 (vi),35)	<p>The Purchaser's Representative may at any time request the Implementation Partner to remove from the Services any employee of the Implementation Partner or any person(s) deployed by the Implementation Partner for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour. The Implementation Partner shall consider the Purchaser's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behaviour the Implementation Partner shall remove the person immediately. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Implementation Partner has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Implementation Partner to remove that person from deployment on the work, which the Implementation Partner shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be ) without the written consent of the Purchaser's Representative. The Purchaser's Representative shall state to the Implementation Partner in writing his reasons for any request or requirement pursuant to this clause. The Implementation Partner shall promptly replace every person</p>	<p>Bidder requests modification: -The Purchaser's Representative may at any time request the Implementation Partner to remove from the Services any employee of the Implementation Partner or any person(s) deployed by the Implementation Partner <del>for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour.</del> The Implementation Partner shall consider the Purchaser's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behaviour the Implementation Partner shall remove the person immediately. <del>The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Implementation Partner has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Implementation Partner to remove that person from deployment on the work, which the Implementation Partner shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be ) without the written consent of the Purchaser's Representative.</del> The Purchaser's Representative shall state to the Implementation Partner in writing his reasons for any request or requirement pursuant to this clause. The Implementation Partner shall promptly replace every person removed, pursuant to this section, with a competent substitute. The change or revision of resources shall be subject to levy of Liquidated damages as provided in the RFP.</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
			removed, pursuant to this section, with a competent substitute. The change or revision of resources shall be subject to levy of Liquidated damages as provided in the RFP.		

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
39	Vol 2	(21.8 (i),38)	<p>The Implementation Partner shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by the Purchaser shall be applicable in the performance of this Agreement and the Implementation Partner shall abide by these laws. The Implementation Partner shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Implementation Partner shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Implementation Partner shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p>	<p>Bidder requests modification: -The Implementation Partner shall comply with the provision of all <b>applicable</b> laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by the Purchaser shall be applicable in the performance of this Agreement and the Implementation Partner shall abide by these laws. The Implementation Partner shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Implementation Partner shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Implementation Partner shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p>	<p>Accepted. Please refer corrigendum.</p>

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
40	Vol 2	(21.8 (ii),38)	Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Partner as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set approved by the buyer.	<p>Bidder requests modification: -</p> <p>Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Partner as an information technology service provider) at all times comply with all <b>applicable</b> laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set approved by the buyer.</p>	Accepted. Please refer corrigendum.
41	Vol 2	(21.14,40)	Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IP meets the obligations as set in the CCN. In the event the IP is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IP.	<p>Bidder requests modification: -Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IP meets the obligations as set in the CCN. In the event the IP is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IP. <b><u>Provided however that MeITy shall first give a prior reasonable notice to the Service Provider to rectify the default and only if the default continues even after the expiry of the cure period shall MeITy have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Service Provider had this clause not been invoked.</u></b></p>	This clause will be subject to the risk purchase clause.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
42	Vol 2	(Schedule I,45)	Intellectual Property Rights means all rights in written designs and copyrights, moral rights, rights in databases and Application/ Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);	<p>Bidder requests modification: -</p> <p>Intellectual Property Rights means all rights in written designs and copyrights, moral rights, rights in databases and Application/ Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);</p>	No change.
43	Vol 2	(Schedule IV - 2,54)	(i) In case of the Agreement being terminated by the Purchaser, the Purchaser reserves the right to ask the Implementation Partner to continue running the project operations for a period of 6 months after termination orders are issued and the Implementation Partner shall be obliged to provide such services for such period without any additional cost and expense to the Purchaser and without any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement in Volume 1 of the RFP).(ii) The Implementation Partner will pass on to the Purchaser and/or to the Replacement Implementation Partner, the subsisting rights in any licensed products on terms not less favourable to the Purchaser/ the Replacement Implementation Partner, than that enjoyed by the Implementation Partner.	<p>Bidder requests modification: -(i) In case of the Agreement being terminated by the Purchaser, the Purchaser reserves the right to ask the Implementation Partner to continue running the project operations for a period of <u>6 weeks</u> <del>months</del> after termination orders are issued and the Implementation Partner shall be obliged to provide such services for such period without any additional cost and expense to the Purchaser and without any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement in Volume 1 of the RFP).(ii) <del>The Implementation Partner will pass on to the Purchaser and/or to the Replacement Implementation Partner, the subsisting rights in any licensed products on terms not less favourable to the Purchaser/ the Replacement Implementation Partner, than that enjoyed by the Implementation Partner.</del></p>	No change.



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
44	Vol 2	(Schedule IV - 9,57)	(vi) During the exit management period, the Implementation Partner shall use its best efforts to deliver the services.(vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and the express provisions of the Agreement. However, the Implementation Partner shall, within 30 days of commencement of the exit management period, submit a complete, accurate and up to date account of (a) all payments made by the Purchaser till the effective date of commencement of the exit management period to the Implementation Partner; (b) all payments that are due and payable to the Implementation Partner by the Purchaser till the effective date of commencement of the exit management period; and (c) all payments that may be payable by the Purchaser to the Implementation Partner till the effective date of completion of the exit management period.	Bidder requests modification: -(vi) During the exit management period, the Implementation Partner shall use its best <b>commercially reasonable</b> efforts to deliver the services.(vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and the express provisions of the Agreement. However, the Implementation Partner shall, within 30 days of commencement of the exit management period, submit a complete, accurate and up to date account of (a) all payments made by the Purchaser till the effective date of commencement of the exit management period to the Implementation Partner; (b) all payments that are due and payable to the Implementation Partner by the Purchaser till the effective date of commencement of the exit management period; and (c) all payments that may be payable by the Purchaser to the Implementation Partner till the effective date of completion of the exit management period.	No change.
45	Vol 2	5.3 Liquidated Damages and SLAs, Page 10	Payment of liquidated damages shall not be the sole and exclusive remedies available to the Purchaser and the Implementation Partner shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped at 10% of the Total Contract Value.	Payment of liquidated damages shall <del>not</del> be the sole and exclusive remedies available to the Purchaser and the Implementation Partner shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped at <del>10%</del> 5% of the Total Contract Value.	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
46	Vol 2	13.2 Consequences for Events of Default, Page 21	<p>iii. Retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.iv. Invoke the Performance Bank Guarantee furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the Implementation Partner may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.</p>	<p>iii. Retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner <b>under this contract</b> as may be required to offset any <b>losses damages</b> caused to the Purchaser as a result of such event of default and the Implementation Partner shall compensate the Purchaser for any such <b>loss,</b> damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.iv. Invoke the Performance Bank Guarantee furnished hereunder, enforce indemnity provisions, recover such other costs/<b>losses</b> and other amounts from the Implementation Partner may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
47	Vol 2	13.4 Termination for Convenience, Page 22	<p>The Purchaser, may, by written notice of 90 (ninety) days sent to the Implementation Partner, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon this Clause being invoked by the Purchaser, the Purchaser shall pay the Implementation Partner for all invoices raised by the Implementation Partner for Services and Deliverables provided and accepted by the Purchaser till the effective date of termination for convenience.</p>	<p><del>The Purchaser Either Party</del>, may, by written notice of 90 (ninety) days sent to the Implementation Partner, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon this Clause being invoked by the Purchaser, the Purchaser shall pay the Implementation Partner for all <del>invoices raised by the Implementation Partner for Services and Deliverables provided and accepted by the Purchaser</del> <u>the products delivered and services rendered on prorata basis</u> till the effective date of termination for convenience.</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
48	Vol 2	13.5 Effects of Termination, Page 23	<p>iii. .... Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Implementation Partner. In case of any loss or damage due to default on the part of the Implementation Partner in performing any of its obligations with regard to executing the scope of work under this Agreement, the Implementation Partner shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser.v. Any and all payments under this clause shall be payable only after the Implementation Partner has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser. In case of expiry of the Agreement, the last due payment shall be payable to the Implementation Partner after the Implementation Partner has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser.</p>	<p>iii. .... Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Implementation Partner <u>under this contract</u> as may be required to offset any <del>losses damages</del> caused to the Purchaser as a result of any act/omissions of the Implementation Partner. In case of any <del>loss-or</del> damage due to default on the part of the Implementation Partner in performing any of its obligations with regard to executing the scope of work under this Agreement, the Implementation Partner shall compensate the Purchaser for any such <del>loss,</del> damages or other costs, incurred by the Purchaser.v. Any and all payments under this clause shall be payable <u>on prorata basis for all the goods delivered and services rendered till the effective date of termination only after the Implementation Partner has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser.</u> In case of expiry of the Agreement, the last due payment shall be payable to the Implementation Partner after the Implementation Partner has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser.</p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
49	Vol 2	13.8 SUSPENSION, Page 23	<p>The Implementation Partner shall not be entitled to claim compensation for any loss or damage incurred by the Implementation Partner by reason of such temporary suspension of the services for a continuous period of 30 days. The Purchaser may consider suitable compensation to the Implementation Partner in event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the Implementation Partner, if written request for the same is made. In case the suspension of services lasts for a period of more than 3 months, the Implementation Partner shall have the right to request the Purchaser to pay reasonable immobilization and mobilization charges as may be consented to by the Purchaser.</p>	<p>The Implementation Partner shall not be entitled to claim compensation for any loss or damage incurred by the Implementation Partner by reason of such temporary suspension of the services for a continuous period of 30 days. The Purchaser <del>may consider suitable</del> <u>shall pay</u> compensation to the Implementation Partner <u>for all losses and damages</u> in event of suspension extending beyond a <u>continuous</u> period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the Implementation Partner, <del>if written request for the same is made.</del> In case the suspension of services lasts for a period of more than 3 months, the Implementation Partner shall have the right to <u>request recover from</u> the Purchaser <del>to pay</del> reasonable immobilization and mobilization charges as may be consented to by the Purchaser.</p>	No change.
50	Vol 2	14.4 Risk Purchase, Page 26	<p>..... Any incremental cost borne by the Purchaser in procuring such services/ Deliverables shall be borne by the Implementation Partner provided the liability of the Implementation Partner to pay such incremental cost shall be limited to the higher of (a) 100% of the value of the services/deliverables/obligations which the Implementation Partner has failed to perform/provide OR (b) 30% of the total contract value.</p>	<p>..... Any incremental cost borne by the Purchaser in procuring such services/ Deliverables shall be borne by the Implementation Partner provided the liability of the Implementation Partner to pay such incremental cost shall be limited to <del>the higher of (a) 100% of the value of the services/deliverables/obligations which the Implementation Partner has failed to perform/provide OR (b) 30% of the total contract value.</del> <u>5% of the value of the services/deliverables/obligations which the Implementation Partner has failed to perform/provide</u></p>	No change.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
51	Vol 2	14.5 Limitation of Liability, Page 26	i. The liability of the Implementation Partner (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.	i. <b>Notwithstanding anything contained herein</b> , The liability of the Implementation Partner (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed <del>the Total Contract Value</del> <b>total payments received by the IP from the purchaser under this contract.</b>	No change.
52	Vol 2	21.14 Change request process, Page 40	(c) Costs Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IP meets the obligations as set in the CCN. In the event the IP is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IP.	(c) Costs Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IP meets the obligations as set in the CCN. In the event the IP is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IP. <b>However, such costs shall be limited to incremental costs only subject to a maximum of 5% of the value of the services/deliverables/obligations which the Implementation Partner has failed to perform/provide.</b>	This clause will be subject to the risk purchase clause.
<b>General Queries</b>					
1	General	Savings Clause	Clause to be added	Implementation Partner's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Implementation Partner's performance is effected , delayed or causes non-performance due to MeITY's omissions or actions whatsoever.	No Change

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
2	General	Deemed Acceptance	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by MeiT Y in the event when MeiT Y has not submitted its acceptance or rejection response in writing to Implementation Partner within 15 days from the date of installation/commissioning or when MeiT Y uses the Deliverable in its business, whichever occurs earlier. Parties agree that Implementation Partner shall have 15 days time to correct in case of any rejection by Client.	No Change
3	General	Transfer of Risk and Title	Clause to be added	Implementation Partner assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto MeiT Y on delivery of the material at the MeiT Y location.	No hardware is to be provided by vendor. No change
4	General	Implementation Partner's right to terminate	Clause to be added	The Implementation Partner shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	No Change
5	General			Any existing APIs connectors that MyGov is currently using for data extraction	No
6	General			What is the revision time for libraries	Can not ne defined
7	General			What is the frequency of polls and survery conducted by MyGov and whats the response/volume	In the current setup on an average MyGov conducts 2-3 Polls each day with around 2000 to 3000 responses per poll.

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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
8	General			What is the recency requirement for data extraction from social channels? Real time or batch? Extraction of new profiles on social channels is weekly.	<p>Please refer corrigendum.</p> <p>Analysis of data should be realtime. For the purpose of this engagement, latency to be considered is as follows:</p> <p>a. MyGov: 5 mins before the generation of reports. <i>E.g. If the report is to be generated at 9 AM by the system; MyGov data till 8:55 AM should have been considered by the system for analysis and further generation of report.</i></p> <p>b. Other Media: 60 mins before the generation of reports</p>
9	General			Please elaborate on blacklisted keywords	The IP through the solution will be required to build blacklisted keywords dictionary/library based on the contextual requirement and share the same with MyGov for the approval
10	General	Web/portal Analytics:		Is web analytics/portal analytics currently being carried out by MyGov?	Yes
11	General			Is Google analytics currently deployed?	Yes
12	General			If yes, What flavor of Google analytics is in use currently? Ie. GA Enterprise edition or GA Small Business	GA Free Edition
13	General			What is the data currently being captured and stored in GA. Eg. Click stream data, portal usage etc. This would help assess if additional data (breadth and depth) that needs to be captured for the proposed analyses.	MyGov Currently captures free basic web analytics reports.
14	General			Is any SEO/SEM activity being carried out at present or Eg. Key word extraction.	No
15	General			Is portal content management part of the scope? Key word integration, indexing analysis etc.	No



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#	RFP Volume	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification(s)	Response
16	General	Section 2, Point # 2.3, Page No 7 / 81	The Implementation Partner shall be responsible for sizing the hardware required for deployment of the proposed solution	Request you to specify the inputs for hardware sizing:  1. What is the total current volume of data being handled? 2. What is the expected growth rate of data year on year? 3. What is the expected peak load? 4. Does the bidder need to plan/quote for Disaster Recovery as well? If yes, please share the DR specifications.	1. MyGov currently has approx 200 GB of data, i.e. content, email, file dumps etc. 2.Expected growth rate cannot be ascertained at this stage. 3. Expected peak load cannot be ascertained at this stage. However the monthly user engagement with MyGov has been shared in corrigendum. 4. Yes the bidder needs to plan for DR but DR Specification will be shared with the IP only
17	General	General	Inputs for application sizing	Please provide the following information to be used for sizing the application to be implemented: 1. What would be the size of incremental data load? 2. What would be the minimum and maximum frequency of data load on incremental basis? 3. What is the available time window (the maximum time allowed for loading of incremental data at a specific loading frequency) 4. Please specify if the time stamp of transactions is captured by the source systems, and it would be good to assume that the incremental records are tagged in the source system (for current transactions and historical transactions)	MyGov data volume and User engagement trend has been provided in the corrigendum. Bidder is expected to derive inference for (1), (2), (3) and (4) basis the data provided.  4. Yes, time stamp and source of data is required to be captured including social media handle. Profiling of an individual commenting on MyGov/ other media is not required to be done under this engagement.
18	General			Can a third party software be used like imformatica and Tableau. I	The bidder can quote any solution as far as the same meets the required criteria and scope
19	General			Is language Support going to be a mandatory feature. Marathi & Hindi	Yes
20	General			Any specific visualization/dashboarding capabilities eg. Mapping, GIS etc. That are in scope	The solution should have visulization/dashboarding capabilities, not limited to Mapping and GIS functionalities
21	General			Are there existing Tag libraries being used by MyGov	No
22	General			Are there existing Keyword libraries being used by MyGov	No

