

Corrigendum 2

Modifications in the Tender Document

Tender No. : MPSEDC/MKT/2010/188

Sl. No.	Page No.	Existing Clause	Modified Clause
1	7 SLA Monitoring	TPA would provide quarterly certification of work carried out by BOOT Operator and perform penalty computation for each bill, as per the SLA and payment conditions mentioned in the agreement between BOOT Operator and MPTD (on Monthly basis).	TPA would provide Monthly Certification of work carried out by BOOT Operator and perform penalty computation for each bill, as per the SLA and payment conditions mentioned in the agreement between BOOT Operator and MPTD (on Monthly basis).
	7 Exit Process Support	Conduct audit readiness of the State for such an eventuality on a Yearly basis.	Conduct assessment of Exit readiness of the State for such an eventuality on a Yearly basis.
2	8 Eligibility Criteria	The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years should be a minimum of Rs.10 Crores (Rupees Twenty Five Crores).	The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years should be a minimum of Rs.10 Crores (Rupees Ten Crores).
3	8 Eligibility Criteria	The Bidder must have completed atleast one Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking.	The Bidder must have completed atleast one Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking. Or Should be engaged in Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking for a period of 1 year (for the ongoing Projects).

The Last Date for Submission has been extended to 15th February, 2011 upto 03:00 p.m.

Response to Pre-Bid Queries
Tender No. Tender No. : MPSEDC/MKT/2010/188

Sl. No.	Section	Clause No.	Existing Text of the Clause/Provision in the RFP	Clarification/modification to be made	MPSEDC Response
E & Y					
1.	Section IV – TPA	b. To Understand the Project	Study the Software, Network architecture & design and the services envisaged	To fully assess the complexity, we request you to provide the details of the software used and the network architecture	The detailed functionality of the software and network architecture has been provided in the Agreement Document provided during the Pre-Bid Meeting.
2.	Section IV – TPA	b. To Understand the Project	Create framework and procedures for audit.	Please clarify if any specific standards from ISO 2000 or BS have to be referred or not?	The Bidders are expected to use the Best practices of the Industry and Govt. Guidelines.
3.	Section IV – TPA	c. Inventory Audit (b)	TPA Audit would include review that all hardware and software items have been installed at the sites as per the contract.	Please confirm how many PoPs need to be covered during the Inventory Audit. Also in total how many sites are under purview?	Please refer to Tender Document Page 4 Clause No. II a for the locations and Page 6 Clause C (last Para).
4.	Section IV – TPA	c. Inventory Audit (c)	TPA Audit would include maintenance of an inventory register to have PoP wise equipment list, including hardware and software. TPA audit would also include updating inventory register in event of any changes in the inventory	To further clarify this will mean audit of updation of the Inventory register and not updation of the inventory register as an exercise. Please confirm.	The TPA is expected to maintain and update the inventory register based on the physical verification and information provided by the BOOT operator.
5.	Section IV – TPA	c. Inventory Audit	These exercises would include review of documentation, physical verification of 20% locations every year	Is locations similar to "sites" referred above.	Yes
6.	Section IV – TPA	d. SLA Audit (d)	TPA would provide quarterly certification of work carried out by BOOT Operator and perform penalty conditions mentioned in the Agreement between BOOT Operator and MPTD (on monthly basis).	Please confirm if there is a software available for the calculation of QGR, if yes, please specify the name of the vendor. Also to fully assess the complexity, we request you to provide the details of SLAs and penalties decided between the BOOT Operator and MPTD.	The payment is on monthly basis and not Quarterly basis. There is no software for the calculation of QGR. The required Agreement and SLA has already been provided.
7.	Section IV – TPA	d. SLA Audit (d)	TPA would also undertake proactive monitoring of the links provided by the bandwidth services provider or MPSWAN	To fully assess the scope, we request you to provide the details of SLAs and penalties decided between the state and the Bandwidth Service Provider or	The TPA is only required to monitor the links between different locations of Transport Department only. The TPA would not be required to monitor

				MPSWAN	the SLAs of MPSWAN.
8.	Section IV – TPA	d. Usage Audit	TPA would appraise MPSEDC about the health of the Software Application, Hardware and Network through reports indicating the utilization, scalability requirements as per the current and envisaged State level applications etc.	Please inform the periodicity maintained for the usage audit – Is it quarterly, monthly, yearly etc.	The usage audit will be carried out once in a year.
9.	Section IV – TPA	f. Security Audit (i)	TPA would perform security audit complete system as per Standard Industry Norms and submit recommendations to MPSEDC indicating the risk elements in the system	Please elaborate on specific industry standard norms and are these to be referred as the audit criteria or as a general guideline.	The Govt. of India has already issued Guidelines for this purpose which may be referred to.
10.	Section IV – TPA	f. Security Audit (ii)	TPA would perform the penetration testing and vulnerability testing on system	This section talks about penetration testing and Vulnerability Assessment to be performed on the system, what is the maximum number of components in the scope for this, and what are these components ? Also suggest the number of sites/locations if any, which need to be visited as part of the Audit.	The Govt. of India has already issued Guidelines for this purpose which may be referred to.
11.	Section IV – TPA	f. Security Audit (iii)	TPA would review the rules and policies for network components such as firewall, IDS etc.	Please inform on the number of Firewalls and IDS devices for which the rules and policies need to be reviewed.	Please refer to the Agreement and SLA between Transport Deptt. and BOOT Operator.
12.	Section IV – TPA	h. Project Timelines and Current Status	The Project is in operation and current BOOT Operator shall perform the work till December, 2012	Please clarify if the TPA exercise starts after completion of the work of TPA or in some cases parallel. Request for more description.	Except for the Exit Process Support during the Transition period from the Current Operator to the New Operator all other Activities shall start immediately after appointment of TPA.
13.	Section IV – TPA	i. Eligibility Criteria	The Bidder must be a professional and reputed management organisation, having proven expertise in providing consultancy/advisory services in IT Sector to Government for over three years	We suggest as this being an IT Audit the proven expertise should be primarily from audit and subsequently consultancy/advisory projects can also be considered. We also suggest inclusion of additional criteria like the following : • The Bidder would undertake not to subcontract/outsourced any part of the work defined for TPA. A declaration to the effect including no use of outsourced agencies for providing manpower to be submitted by the authorized signatory.	No Change

				<ul style="list-style-type: none"> Request if the annual turnover is increased to at least 100 crores or at least 15 crores from IT Audit services in the last three financial years. The Bidder should be a Company registered under the Indian Companies Act 1956 or a partnership firm and should have been in operation for the last five years. The bidder must have a team of professionals having valid professional certifications (CISA/CISSP/ISO 27001/ITIL/ISO 20000) and must have on its payroll at least ten professionals each in minimum two of these categories. The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices. 	
14.	Section IV – TPA	j. details to be submitted	Undertaking stating that the bidder is not involved in implementing similar project in any other State.	Please elaborate for further clarity	This has been explained during Pre-Bid Meeting.
15.	Section IV – TPA	n. Financial Bid	The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.	Please confirm if it is needed that the resource needs to be deployed onsite for the project or not ?	The resources will be required on site as per the requirement of work
16.	Section IV – TPA	q. Technical Evaluation	Experience in handling similar projects	<p>Kindly provide scoring methodology for award of 20 points. Typically, points are awarded if qualified professionals are above certain threshold eg.</p> <ul style="list-style-type: none"> < 10 – 10 points 10 to 10 – 25 points etc. and also the same for other parameters <p>We also recommend inclusion of criteria on the background of the skilled resources specified to an audit assignment like CISA/ISO 27001/LA/CISSP etc. the bidder</p>	Detailed Scoring Methodology will be decided by the Committee.

				proposes either in the Technical Evaluation criteria or in the Eligibility Criteria.	
17.	Section IV – TPA	s. Award of Contract	The contract may be awarded to the lowest bidder meeting all the requirements as per the Tender	Please elaborate on the “Lowest Bidder” also we suggest use of QCBC having inclusion of weight ages from Technical & Commercial for the most responsive Bid. The same has been followed for MPSWAN TPA as well.	No Change
18.	Section IV – TPA	Liquidated Damages	MPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due	We recommend that before this clause is invoked for performance issue, objective and fair criteria should be followed by parties with TPA performance judged against pre-agreed acceptance criteria. LD Clause should be ideally capped to 5% of contract value. LD Clause is open, we suggest a capped liability/penalty.	No Change
PwC					
1.	Page 6	Point C - Inventory Point a		Clarification required from the state that verification of completeness of the bill of material for each location would be done based on information provided by the BOOT operator and pro rated basis of physical verification of 20% locations	Verification of completeness of BoM shall be done on the basis of Agreement between BOOT operator and Transport Department with physical verification at 20% locations every year.
2.	Page 6	Point C - Inventory Point b		Clarification required from the state that review of hardware and software items installed at the sites as per the contract would be done based on the information provided by the BOOT operator and pro rated basis of physical verification of 20% locations	Review of Hardware and Software items shall be done on the basis of Agreement between BOOT operator and Transport Department
3.	Page 6	Point C - Inventory paragraph below Point a		Confirmation required from the MPSEDC that they would be providing with the tools required for verification	Tools if required shall be provided either by MPSEDC or BOOT Operator
4.	Page 6	Point b (To understand the Project, TPA would be required to)		Would the procurement of tools by MPSEDC involve RFP preparation and related bid management to be done by TPA	No RFP Preparation and Bid Management is required for procurement of Tools.

5.	Page 6	Point e Point b (To understand the Project, TPA would be required to) Point e		Kindly clarify on "Studies the functionality of the IT System....., Required for the TPA scope of work. The additional module/tool....." Kindly clarify if it should be TPA or BOOT operator	It is TPA
6.				Please provide a detailed list of sites	List of sites is provided in the Agreement Document given to the Bidders during the Pre-Bid Meeting.
7.	Page 10	IN the Technical evaluation criteria	15 marks are allotted to Presence in MP.	Kindly clarify if it requires, local office in MP or would presence of project teams in MP be fine.	Local Office in MP and Projects undertaken in MP both would be considered for evaluation.
8.	Page 7	Point D - SLA Monitoring Unit Point e		Kindly provide details on Links and confirm that MPSEDC would provide tools for Bandwidth monitoring	The list is available in the Agreement document. Tools for Bandwidth Monitoring will be provided by MPSEDC.
9.	Page 8	Point I Eligibility Criteria		Kindly confirm the annual turnover. There is a mismatch.....	It is Rs.10 Croes
10.	Page 20	Financial Bid Point 1	"Charges for carrying.....and preparation of exit management plan as per specifications and periodicity given in this Tender Document."	Kindly confirm the same, as TPA would be required to provide the exit management plan one once and execute the same towards the end of the project.	The TPA would be required to provide Exit Management Plan once, Review it yearly and execute the same at the end of the Project.
11.	Page 6	Point C - Inventory Point paragraph after point c) or inventory audit	it is to be done once at the start of project and then at the end of each year,	kindly confirm that total 3 inventory audits are to be done.	Inventory Audit to be done physically for 20% locations every year.
12.	Page 7	Point f. Security Audit		Please confirm that two audits are to be done at the end of each year.	Security Audit to be done once in a year with the time mutually agreed between TPA and MPSEDC.
13.	Page 7	d. SLA Monitoring Audit Point d		Kindly confirm that Verification of the work would be done Quarterly or monthly and no certification would be provided. The same should also be incorporated in the financial details Page 20.	SLA Monitoring Audit to be done on Monthly basis.

14.	Page 7	Point e. Usage Audit		Kindly clarify that 2 usage audits to be done at the end of each year of project.	Usage Audit to be done once every year with the time mutually agreed between TPA and MPSEDC.
15.			Qualification of Resources for TPA		No minimum qualification has been specified. The TPA is expected to deploy resources based on the requirement of job.
KPMG					
1.	2	Invitation for Bids	Last date of submission of Bid	Deadline for submission for Tender may kindly be extended by at least 2 weeks from current date of submission i.e. until 07th February 2011	
2.	4	II)a Introduction to Dept of Transport	Number of Transport Offices	Please clarify how many offices as specified are included in the scope of work of TPA agency to be appointed	Please refer to the Tender Document Page 4
3.	4	III) Services Delivered by BOOT Operator	Processes covered as part of the Smart Card system	It may be specified how many services have currently been covered under the Smart Card initiative and whether these are likely to increase over time	Please refer to the Tender Document Page 4 & 5
4.	5	III) Services Delivered by BOOT Operator	The detailed specifications of hardware, software, networking and process of operation and management of system	Please provide Annexure are specified in the Tender document	It has been provided
5.	5	III) Services Delivered by BOOT Operator	Transport Management system comprising of various modules	More details regarding Application software may be provided. Has the Application been developed by the BOOT operator or some other agency	It is available in the Agreement provided.
6.	5	IV) Third Party Auditor	TPA is required to provide dedicated manpower for various periodic audit activities.	Please specify number of manpower resources required to work on the assignment	The Bidder is expected to deploy manpower as per job requirement
7.	6	IV) b TPA Scope of Work	Study the contract signed between the MP Transport Department and the BOOT Operator and Bandwidth Service Provider.	Please provide copy of Tender document including copy of sample contract, using which the BOOT operator was selected	The document has been provided
8	6	IV) c TPA Scope of Work- Inventory	Inventory Audit is to be performed annually	Please provide location-wise Bill of Material list, covering all offices which would fall under scope of TPA	It is available in the Document provided
9	7	IV) c TPA	Site visits would be done for at least 5% of	It may be clarified whether sample sites	Sites to be covered are 20% per year.

		Scope of Work-SLA Monitoring Audit	the sites per quarter.	covered during Inventory audit and SLA audit may be the same. Also total number of sites to be covered by TPA agency may be specified	Sites for inventory Audit and SLA Audit may be same
10	7	IV) c TPA Scope of Work-Security Audit	TPA would perform the penetration testing and vulnerability testing on the system.	It may be clarified whether TPA would be allowed to run its own scrips remotely on the network.	Yes
11	7	IV) c TPA Scope of Work- Exit Process Support	Provide advisory support during the transition period from the current BOOT operator to the new operator.	It may be specified whether any overlap is being planned for new BOOT operator to take over from the existing operator. It should also be clearly specified that TPA agency would not play any role in the selection process	Overlap is being planned. However, TPA is not expected to play a role in the selection process
12	8	IV) i Eligibility Criteria	The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years should be a minimum of Rs.10 Crores (Rupees Twenty Five Crores).	Please specify whether turnover amount required is Rs. 10 Crores or 25 Crores.	It is 10 Crores
13	8	IV) i Eligibility Criteria	The Bidder must have completed at least one Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking.	Since audit of e Governance projects has recently been introduced by government agencies, this clause may read as, "The Bidder must be engages in at least one one Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking"	Please refer to the Modifications given below
14	8	IV) j Details to be submitted	Undertaking stating that the bidder is not involved in implementing similar project in any other State	Please specify nature of this undertaking. Does this apply to projects having similar scope of work/domain/vendor arrangements, etc. The purpose of this undertaking is not very clear.	It has been explained in the Pre-Bid Meeting
15	9	IV) n Financial Bid	The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed...	Exigency costs which may occur during the course of the assignment may be provisioned for and may be considered for payment on a case to case basis	No change
16	10	IV) q Technical Evaluation	Size of the Organization, Experience in undertaking large ICT related Consultancy/ Program Management.	It is requested to give a detailed scoring methodology and break up of 30 marks	It will be decided by the Committee of MPSEDC
17	10	IV) q Technical Evaluation	Approach and Work Plan for execution of Scope of work	It is requested to give a detailed scoring methodology and break up of 25 marks	

18	10	IV) q Technical Evaluation	Experience in handling similar Projects	It is requested to give a detailed scoring methodology and break up of 20 marks. Is there a minimum/maximum no of projects that need to be specified	
19	10	IV) q Technical Evaluation	Quality Certifications / affiliations / recognition etc	It is requested to give a detailed scoring methodology and break up of 10 marks. Is there a minimum/maximum no of certifications / affiliations required	
20	10	IV) q Technical Evaluation	Presence in MP	This clause is restrictive in nature and should be removed	No Change. However, projects undertaken in MP will be considered.
21	12	V) General Terms and Conditions 4. Limits on Promotion	The bidder will not make any reference to MPSEDC or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of MPSEDC.	This Clause may please be deleted	No Change
22	14	V) General Terms and Conditions 13. Liquidated Damages	Liquidated Damages	LD clause may be removed from Tender and should not be applied to TPA's contract . In any case extent of liquidated damages may be specified.	NO. Change
23	16	V) General Terms and Conditions 17. Employees	(b) automatic transfer of employment contracts and (c) bidder not to enforce or impose any contractual provision preventing transfer of employees.	Please clarify implication of these clauses to Bidder	The Clause is clear
24	17	V) General Terms and Conditions 19. Right of Access to Premises	At any time during the exit management period, where Assets are located at the Bidder's premises in relations to this project, the Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Govt. of Madhya Pradesh/MPSEDC or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets or Assets.	Kindly let us know (i) the extent to which any assets for the purpose of this project would be located on our site and (ii) possibility that client or its nominated agency would require to access our premises?	This refers to the assets (IT or Non-IT) deployed by the TPA for fulfillment of its obligations only including any additional tools procured by MPSEDC and deployed by TPA.
25	18	V) General	All project related documents issued by	Please refer clause 16 [C] [b] on pg	No Change

		Terms and Conditions 23. Responsibility for safe custody and integrity of data	MPSEDC, other than the Contract itself, shall remain the property of MPSEDC and shall be returned (in all copies) to MPSEDC on completion of the Bidder's performance under the Contract if so required by MPSEDC.	15,16 as it is contradictory to /inconsistent to clause 23. C	
26	18	V) General Terms and Conditions 26. Insurance Requirement	Bidder shall take and keep effective all the insurances during the period of the Contract.	Insurance requirement may be removed from Tender and should not be applied to TPA's contract	No Change
27	19	V) General Terms and Conditions 28. Third Party Claims	The Bidder shall indemnify MPSEDC against all third-party claims	This Clause may be removed from Tender and should not be applied to TPA's contract	No Change
28	20	Financial Bid	Items 1,2 and 3	Please specify how total cost of Bid would be arrived at. In case 3 is optional, it should not form part of the financial bid.	For the purpose of Bid Evaluation, all the Costs of all the three items mentioned in Financial Bid will be considered.
STPI					
1.				It is requested to kindly relax (For all the 03 RFPs) eligibility criteria condition of annual consultancy turnover of Rs. 10 Cr (averaged over last 03 years) for STPI being autonomous society under ministry of communication and IT GOI.	No Change

Note : Any other queries not responded to, indicates that there is no change in the document.

Sd/-
Addl. Chief General Manager
MPSEDC Ltd.