

**PreBid Response (Corrigendum - I) for eTender Ref No.: JAP-IT/DCT/CT-MIS/03/2021 (Re-Tender)**

S N	Page No. of RFP Document	Bidding Document Reference Number (Clause No.)	Content of RFP Requiring Clarification	Prebid Response
1	26	5.1.20	Selected agency shall be responsible for coordinating with the JH-SDC team for doing the security audit of the application as per the defined frequency.	Security audit will be made as per standard guidelines.
2	36	8. Eligibility Criteria Point No. 4	<b>Bidder Turnover</b> The Bidder should have an annual turnover of at least Rs. 300 Crores from the IT Business (System Integration Services, Software Development Services, Hardware supply, installation, commissioning, and facilities management services) during each of the last three financial years (i.e. 2017-18, 2018-19, 2019-20)	Three consecutive financial year either FY: 2017-18, 2018-19 and 2019-20 or FY: 2018-19, 2019-20 and 2020-21
3	36	8. Eligibility Criteria Point No. 5	<b>Net Worth</b> The Bidder should have net worth of Rs. 75 crores (measured as paid-up capital plus free reserves) and profit after tax of Rs. 50 crores during each of the last three financial years (i.e. 2017-18, 2018-19, 2019-2020)	
4	39	9. Technical Evaluation Criteria Point No. 1	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2017-18, 2018-19, 2019-20 )	
5	98	Point No. 1	1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to JAPIT is an <b>amount not exceeding INR (INR One crore only)</b> without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender.	In place of INR One Crore it may be read as INR Fifty Lakh
6	123	ANNEXURE XVII	ANNEXURE – XVII: MANPOWER DEPLOYMENT PLAN: Network Engineer	Proposed Network Engineer may deployed at each division of DCT
7	24	5.Scope of Work 5.1 Application Support - VAT	5.1.1 Select agency shall do the required changes in the existing available module as per the requirements given by the DCT. List of available software modules listed in the Annexure– XV	It is an assumption only. In case additional man month required in the project, IDC is the only platform on which approval will be provided.
8	25	5.Scope of Work 5.1 Application Support - VAT	5.1.2 Select agency shall do the New Enhancements in the existing JH-VAT application as per the requirement of the DCT.	
9	32	6. Stakeholders and their role & responsibilities	<b>6.6 Selected Agency:</b> Selected agency (successful Bidder) will be take over the “IT Operation, Maintenance &Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS project for Department of Commercial Taxes, Government of Jharkhand.	
10	83	12.11 Bid Prices	If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the Implementing agency, all such changes shall be carried out <u>within the current price.</u>	
11	34	7. SLA and Penalties 7.1 SLA for Application Support:	3.Implementation of Security Audit Recommendation	
12	72	10 Terms & Conditions 10.27 Replacement of onsite Resources	In case deputed personnel leaves the organization than resignation letter and relieving letter needs to be submitted with a replacement request for the personnel.	In case deputed personnel leaves the organization then selected agency has to submit a letter properly sealed and signed by respective HR Manager on company letter head.
13	125	Annexure XVIII -> MINIMUM QUALIFICATION REQUIREMENTS FOR MANPOWER	<b>II. Business Analyst</b> <b>Minimum qualifications and skills</b> g. Should have certification in any known or open source BI tool products, e.g. Tableau, BIRT, Power BI, etc.	Accepted, the period should be three months from the date of signing of the agreement.
14	127	VI. Network Administrator	<b>VI. Network Administrator</b> c. Should have certifications on Networks like Cisco Certified Network Associate (‘CCNA’) or Juniper Networks Certifications Program (‘JNCP’) or Security Certified Network Professional (‘SCNP’) or Security Certified Network Architect (‘SCNA’) or equivalent.	

15	40	10. Terms & Conditions	<p style="text-align: center;"><b>Terms and Conditions: Applicable post award of contract</b> 10.1 Termination Clause</p> <p>i) Right to Terminate the Process JAP-IT/DCT reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by JAP-IT under the following circumstances:</p> <p>f. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, JAP-IT/DCT reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>g. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, JAP-IT reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which JAP-IT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>h. JAP-IT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract is cancelled.</p>	<p style="text-align: center;">In place of breach, it may be read as material breach</p> <p>f. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, JAP-IT/DCT reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder, provided the risk and cost does not exceeds 10% of the total delayed services or deliverables.</p> <p>g. After award of the contract, if the selected bidder does not perform as per mutually agreed terms and conditions or delays execution of the contract, JAP-IT reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which JAP-IT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p>
16	53	10.16 Indemnity	<p>The Selected Bidder shall execute and furnish to the JAP-IT, a Deed of Indemnity in favor of the JAP-IT, in a form and manner acceptable to the JAP-IT, indemnifying JAP-IT from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of: Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.</p>	<p>The Selected Bidder shall execute and furnish to the JAP-IT, a Deed of Indemnity in favor of the JAP-IT, in a form and manner acceptable to the JAP-IT, indemnifying JAP-IT from and against any reasonable costs, loss, damages, expense, claims for third parties claims for infringement including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of: gross negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or Any material breach of the terms the Selected Bidder's Proposal as mutually agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.</p> <p>As a condition to avail the foregoing indemnity, Tendering Authority will notify the Bidder in writing of the claim; and allow the Bidder to control, and cooperates with the Bidder in, the defense and any related settlement negotiations.</p> <p>In the event that Tendering Authority is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Tendering Authority under this Clause according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:</p> <p>(i) procure for Tendering Authority the right to continue using such deliverable;</p> <p>(ii) modify the deliverable so that it becomes non-infringing without materially altering its capacity or performance;</p> <p>(iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or</p> <p>(iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement,</p>

17	68	10.19 Limitation of Liability	<p>Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.</p> <p>Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability whichever of (A) or (B) is higher.</p>	In this regard, final decision will be taken in IDC.
18	69	10.20 Intellectual Property Rights	<p><b>"In case of Bespoke development of the application:</b> The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the User and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the User. Once transferred, the User shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.</p> <p><b>In case of deployment of COTS products:</b> User shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub- license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the User. The Bidder should create a repository of such resources and provide access to User.</p> <p>The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the User and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the User:</p> <ul style="list-style-type: none"> <li>o Bidder shall not only support Purchaser with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Purchaser, in case Purchaser chooses to maintain/ upgrade the COTS proposed, either directly or through third party agency (s)</li> <li>o Continued support to the Purchaser will be subject to the purchase of support by the Purchaser post termination/ expiry of contract <ul style="list-style-type: none"> <li>o The customized source code with its full rights shall be handed over to the Purchaser</li> </ul> </li> </ul> <p>If User desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by the Bidder, and which may be assigned by the User to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the User, prior to termination of this Contract However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the User.</p> <p>The Bidder/Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the</p>	<p>RFP Clause No. 10.20 has been amended and Bidder's Pre-existing Intellectual Property Rights has been appended as under:</p> <p>In case of Bidder's Pre-existing Intellectual Property Rights: All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and Purchaser shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of Purchaser the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.</p> <p>EULA: All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Purchaser shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p>

19	107	ANNEXURE – XII: PRE-CONTRACT INTEGRITY PACT	<p>7. SANCTIONS FOR VIOLATIONS</p> <p>(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>(iv) To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.</p> <p>(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>(vii) To debar the BIDDER from participating in future bidding processes of the Government of Jharkhand for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.</p> <p>(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.</p>	<p>RFP Clause No. 7.1 (iii) may be read as:</p> <p>To immediately cancel the contract, if already signed.</p> <p>RFP Clause No. 7.1 (iv) may be hereby deleted.</p> <p>RFP Clause No. 7.1 (vi) may be read as:</p> <p>To cancel the existing contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>RFP Clause No.: 7.1 (vii) may be read as:</p> <p>In case of violation of the agreement/contract under the project, extreme decision may be taken by the IDC.</p> <p>RFP Clause No. 7.1 (X) may be read as:</p> <p>If the BIDDER or any employee of the BIDDER directly working in the project or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has significant financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.</p>
20	31	5. Scope of Work 5.5 Status Monitoring and Reporting	7. Helpdesk logs with the resolution status of calls	<p>Point No. 7 of RFP Clause No. 5.5 under Scope of Work:</p> <p>As responsibility of the Helpdesk belongs to DCT itself thus any issues related with Helpdesk logs will be taken care by DCT only.</p>
21	137	Annexure XXI	FINANCIAL/COMMERCIAL PROPOSAL FORMAT	In ANNEXURE- XXI Item No. A.3 may be read as operation and maintenance of field office infrastructure
22	137	Annexure XXI	Operation and Maintenance of Field Office Network	
23	52	10.11 Contract Performance Security/Performance Bank Guarantee (PBG)	1. Within 15 days after the receipt of notification of award of the Contract from the JAP-IT, the successful Bidder shall furnish Contract Performance Guarantee to the JAP-IT, Ranchi, which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond from a Nationalized Bank in the Performa given here-in-after in this document or, prescribed by the by the Nationalized Bank, which should be valid for total Contract Period +180 Days	Accepted, the required PBG may be submitted within 30 days of receipt of notification of award of contract.
24		General Clause	Cost of Tender Document (non-refundable)	Rs. 25,000.00 (Rs. Twenty-Five thousand only) through Demand Draft or, NEFT/RTGSA from any Nationalized Bank in favour of "CEO, JAP-IT" payable at Ranchi to be submitted before opening of Technical Bid.
25			Earnest Money Deposit (EMD)	Rs. 50,00,000.00 (Rs. Fifty Lakhs only) in form of Bank Guarantee, Demand Draft or, NEFT/RTGSA from any Nationalized Bank in favour of "CEO, JAP-IT" payable at Ranchi to be submitted before opening of Technical Bid.

Sd/-  
(Nilesh Kr. Singh)  
Consultant (TM), SeMT

Sd/-  
(Rajesh R. Sinha)  
Programmer cum Project In-Charge, JAP-IT

Sd/-  
(Alok Kumar)  
Dy. Secretary, Dept. of Planning cum Finance, GoJ

Sd/-  
(Sanjay Kumar)  
Jt. Commissioner cum Nodal Officer,  
Dept. of Commercial Taxes, GoJ

Sd/-  
(R K Gupta)  
Officer on Special Duty, JAP-IT

Sd/-  
(Sarvesh Singhal)  
Chief Executive Officer, JAP-IT