

Corrigendum to RFP No. 2021_DEPwD_634578_1 dated 21.06.2021

The REQUEST FOR PROPOSAL (RFP) issued on 21.06.2021 for engagement of an Agency for 'Enhancement of existing Management Information System under the Accessible India Campaign' has been modified as follows:

SN	RFP Reference	As per RFP	Revised Clause																								
I.	3.15, page 25	The "Bidder(s)" acknowledge that the application submitted in response to this RfP shall constitute an offer to the DEPwD which shall remain open for acceptance until the contract is awarded by the DEPwD. For the avoidance of doubt, neither this RfP nor any response submitted by the "Bidder(s)" in response to this RfP shall constitute a legally binding agreement unless and until accepted by the "DEPwD" in writing in the form of a contract executed between the DEPwD and the successful "Bidder".	The offer submitted by the Bidders should be valid for minimum period of 120 days from the date of submission of the Proposal.																								
II.	7 (a), Page 28-29	The selected Agency will be required to sign an agreement with DEPwD (MoJS) within 5 days of the issue of Letter of Award to the Agency. In case the selected Agency fails to sign the contract within this stipulated period, it shall not be binding on DEPwD to award the work to the said Agency.	The selected Agency will be required to sign an agreement with DEPwD (MoJSE) within 2 weeks of the issue of Letter of Award to the Agency. In case the selected Agency fails to sign the contract within this stipulated period, it shall not be binding on DEPwD to award the work to the said Agency.																								
III.	3.3.4, Page 18 & Conditions of Contract, Clause 9 Page 58	3.3.4 and 9.2 In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by DEPwD in writing), penalty will be leviable as per Service Level Metrics as per below: <table border="1"> <thead> <tr> <th>S. no.</th> <th>Description</th> <th>Phase</th> <th>Criticality</th> <th>Response window</th> <th>Response Resolution</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Timeline violation in</td> <td>Project</td> <td>Critical</td> <td>Immediate</td> <td>Immediate</td> </tr> </tbody> </table>	S. no.	Description	Phase	Criticality	Response window	Response Resolution	1	Timeline violation in	Project	Critical	Immediate	Immediate	3.3.4 and 9.2 In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by DEPwD in writing), penalty will be leviable as per Service Level Metrics as per below: <table border="1"> <thead> <tr> <th>S.no.</th> <th>Description</th> <th>Phase</th> <th>Criticality</th> <th>Response window</th> <th>Response Resolution</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Timeline violation in submission</td> <td>Project planning, Design & Implementation</td> <td>Critical</td> <td>Immediate</td> <td>Immediate</td> </tr> </tbody> </table>	S.no.	Description	Phase	Criticality	Response window	Response Resolution	1.	Timeline violation in submission	Project planning, Design & Implementation	Critical	Immediate	Immediate
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			submission of deliverable	planning, Design & Implementation						of deliverable					
		2	Entire portal is not functional	Operation and Management	Critical	15 min.	1-2 hr			2.	Entire portal is not functional	Operation and Management	Critical	15 min.	1-2 hr
		3	Any particular module is non-functional	Operation and Management	High	1 hr	2-4 hr			3.	Any particular module is non-functional	Operation and Management	High	1 hr	2-4 hr
		4	Any particular section in a module is not functional	Operation and Management	Moderate	2 hr	4-8 hr			4.	Any particular section in a module is not functional	Operation and Management	Moderate	2 hr	4-8 hr
		5	Replacement of Human Resource	Project life cycle	Critical	Immediate	30 days within submission of change request			5.	Replacement of Human Resource	Project life cycle	Critical	Immediate	30 days within submission of change request
							<p>Note: In certain cases, if malfunctioning/ non-functioning of a particular section inside a module makes the entire module down. Then the criticality of the incident shall be considered "High".</p> <p>a) Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in clause 5.2, shall incur penalty of 1% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 10% of the total</p>								

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		<p>Note: In certain cases, if malfunctioning/ non-functioning of a particular section inside a module makes the entire module down. Then the criticality of the incident shall be considered "High".</p> <ul style="list-style-type: none"> a) Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in clause 5.2, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 20% of the total Contract value, then DEPwD shall reserve the right to terminate the contract b) Delay in incident resolution may incur penalty of 0.5% of the Contract value per incident as stipulated in the table above. Non-compliance or failure to meet the service levels agreed for more than 4 times in a month, may lead to termination of the contract. c) Delay in providing substitute human resource within 30 days of placing such change request and on its approval by DEPwD, may incur penalty of 50% of fee agreed for that particular resource for the remaining period of the contract. <p>The Secretary, DEPwD will be the authority for waiving of penalty.</p>	<p>Contract value of Part A (MIS Portal enhancement and Development), then DEPwD shall reserve the right to terminate the contract</p> <ul style="list-style-type: none"> b) Delay in incident resolution may incur penalty of 0.1% of the Contract value per incident as stipulated in the table above. Non-compliance or failure to meet the service levels agreed for more than 4 times in a month, may lead to termination of the contract. c) Delay in providing substitute human resource within 30 days of placing such change request and on its approval by DEPwD, may incur penalty of 5% of fee agreed for that particular resource for the remaining period of that particular quarter. d) The total penalty levied will not exceed 10% of the total value of the contract in any manner, then DEPwD shall reserve the right to terminate the contract. <p>The Secretary, DEPwD will be the authority for waiving of penalty.</p>
IV.	Clause 2.2, Page 46	<p>Commencement of Services: The AGENCY shall begin carrying out the Services not later than 2 days after execution of the Contract.</p>	<p>Commencement of Services: The AGENCY shall begin carrying out the Services not later than 7 days after execution of the Contract or 21 days from the Letter of Award, whichever is earlier.</p>

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V.	Clause 2.3, Page.46	<p>Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 2 days after execution, DEPwD may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, AGENCY shall have no claim against the DEPwD with respect hereto</p>	<p>Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 14 days after execution, DEPwD may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, AGENCY shall have no claim against the DEPwD with respect hereto.</p>
VI.	Format 9 Page 76	<p>Instruction to bidders</p> <ol style="list-style-type: none"> 1. No hidden costs or conditions will be accepted. All cost including manpower, license, server, hosting in NIC, Certifications (STQC or any other), GIGW compliance, Security Audit, upgradation, minor changes/modifications or any other cost required to run the MIS application to be considered by the bidder. 2. The bidder to provide clear break up of all the cost including the schedule of resource to be deployed 3. The bidder to consider cost for a PMU team of 05 members as per the RfP. No hidden costs or conditions will be accepted. All cost including manpower (with breakup cost of each person), office, stationary, travelling, lodgings, boarding or any other cost shall be considered by the bidder etc. 4. Manpower deployed should be given all statutory benefits such PF, ESIC etc. by the bidder as applicable. 5. In case of extension, the same rate as quoted shall be considered. 6. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by DEPwD. 7. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. 	<p>Instruction to bidders</p> <ol style="list-style-type: none"> 1. No hidden costs or conditions will be accepted. All cost including manpower, license, server, hosting in NIC, Certifications (STQC or any other), GIGW compliance, Security Audit, upgradation, minor changes/modifications or any other cost required to run the MIS application to be considered by the bidder. 2. The bidder to provide clear break up of all the cost including the schedule of resource to be deployed 3. The bidder to consider cost for a PMU team of 05 members as per the RFP. No hidden costs or conditions will be accepted. All cost including manpower (with breakup cost of each person), office, stationary, travelling, lodgings, boarding travelling within Delhi-NCR or any other cost shall be considered by the bidder etc. 4. For travelling outside Delhi NCR (as and when desired by DEPwD), lodging and boarding, the payment with pre-approved rates shall be made on actual by DEPwD. 5. Manpower deployed should be given all statutory benefits such PF, ESIC etc. by the bidder as applicable. 6. In case of extension, the same rate as quoted shall be considered. 7. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by DEPwD. 8. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

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		8. The financial evaluation shall be based on the Total Amount (as at Sr. No. (F) of the table below)	9. The financial evaluation shall be based on the Total Amount (as at Sr. No. (F) of the table below)
VII.	Format 9 Page 78	<p style="text-align: right;">Format – 9</p> <p style="text-align: center;">Bid Securing Declaration <i>(on the organization's letter head)</i> (Refer Clause 3.8)</p> <p>I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.</p> <p>I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process of DEPwD or its subordinate offices for a period of three year from the bid due date of this project.</p> <p>Date: Signature of Authorized signatory: Name: Designation: [Please affix rubber stamp] Name of the Agency:</p>	<p style="text-align: right;">Format – 10</p> <p style="text-align: center;">Bid Securing Declaration <i>(on the organization's letter head)</i> (Refer Clause 3.8)</p> <p>I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.</p> <p>I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process of DEPwD or its subordinate offices for a period of three year from the bid due date of this project.</p> <p>Date: Signature of Authorized signatory: Name: Designation: [Please affix rubber stamp] Name of the Agency:</p>
