

## RESPONSE TO THE QUERIES DURING THE PRE-BID MEET

Sl No.	Page No.	Clause No.	Reference / As per RFP	Queries	Response to Queries
1	9	1.1.3	Brief Scope of Work	To get better understanding to the project we would request you to provide detailed summary of test conducted during last three years of all category i.e. 2 wheeler, and 4 wheeler location wise for all 38 locations	Provided in <a href="http://www.orissatransport.nic.in">www.orissatransport.nic.in</a> under Tenders "Annexure -A"
2	13	1.2.4	L - 1 will be selected out of bidders quoting within Rs. 01.00 to Rs.100.00/- . Bidder quoting beyond Rs. 100/- will be rejected.	As per standard practice in an Government tenders, we would request you to add below clause in tender terms: "The rates quoted should be as per the industry standards for the prescribed works. For any of the resource levels, bids quoting invariably low rates compared to the industry prevalent rates will be rejected and EMD ?	As per RFP If required by the Concessing Authority, the bidders have to justify their quoted rates calculating capital investment, manpower cost considering minimum wages Act as well as other operational and consumable cost of the project. The concessing authority reserves the right to cancel the bid in case the price quoted is found to be non-viable, unrealistic and completely inappropriate.
3	13	1.2.4	Driving testing for 2 wheeler = Rs _A' per testing (as quoted by bidder) The bidder quoting for _A in India National Rupee should be limit to max. Rs. 100/- Driving test for 3 wheeler= _B' = Rs_A' X 2 per testing Driving test for 4 Wheeler= _C' = Rs _A' X 4 per testing	Given automotive formula is not accurate to finalize the rates for each test for 2 wheeler, 3 wheeler and 4 wheeler hence we would to allow bidder to quote rate for all type of tests. For L1 calculation. We can take 33% weightage of 2 wheeler rates and 37 weightage of 3/4 wheeler rates.	As per RFP
4	15	Step I (xi)	The bidder (lead partner) experience in development, implementation and management of web based and / or mobile based applications for delivering appointment to Citizens and payment of Fees using a bank / aggregators payment gateway integration in any of the State Governments of India	In major Govt. orders generally appointments are free of cost hence payment gateway as well as appointment in single project is not practically possible. Hence we would request you to change clause as below, in addition to that bidder can show separate order for payment gateway in this reference, if required.  The bidder (lead partner) experience in development, implementation and management of web based and / or mobile based applications for delivering appointment to citizens and / or payment of fees using a bank / aggregators payment gateway integration in any of the state Govt. of India.	Changed to: The bidder (lead bidder in case of consortium) should have experience in development, implementation and operations of IT projects using payment of fees using a bank / aggregator's payment gateway integration in any of the State Governments/ UT of India.  Scoring Criterion 1 such project = 3 marks 2 such projects = 5 marks 3 or more projects = 10 marks

5	15	Step I & II	<p>The bidder (lead partner in case of consortium) must have minimum consolidated annual turnover of Rs. 50 ( Fifty ) Crore for each of the last three audited financial years (2011-12, 2012-13, 2013-14). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the latest 3 (three) audited financial (2011-12, 2012-13, 2013-14) years.</p>	<p>Looking to the submission date, it will be past more than half current financial year, hence we would request you to consider financial year 2014-15 for all eligibility criteria's as well as technical evaluation criteria.</p> <p>In case the audited accounts for F.Y 2014-15 are not finalized, provisional balance sheet with CA certificate can be submitted.</p>	<p>Changed to : The bidder (lead partner in case of consortium) must have minimum average annual turnover of Rs. 50 ( Fifty ) Crore for each of the last three audited financial years (2012-13, 2013-14, 2014-15). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the latest 3 (three) audited financial (2012-13, 2013-14, 2014-15) years.</p> <p>In case the audited accounts for F.Y 2014-15 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted.</p>
6	18	Step II Sr. No. 1	<p>The bidder (lead partner in case of consortium) must have minimum consolidated annual turnover of Rs. 50/( Fifty ) Crore for each of the last three audited financial years (2011-12, 2012-13, 2013-14). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the last 3 (three) audited financial (2011-12, 2012-13, 2013-14) years. Under marking criteria 50 to 100 Crore -0; 101 to 200 Crore -05; 201 Crore or more.</p>	<p>Here we understand that if bidder have consolidate turnover of last three years more than Rs. 201 Crore; they will get full 10 marks, please confirm.</p> <p>i.e. if, bidder have X amount in 2013-14 and X+Y+Z = 201 Crore than they will be eligible for full mark please confirm.</p>	<p>Changed to : The bidder (lead partner in case of consortium) must have minimum average annual turnover of Rs. 50 ( Fifty ) Crore for each of the last three audited financial years (2012-13, 2013-14, 2014-15). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the latest 3 (three) audited financial (2012-13, 2013-14, 2014-15) years.</p>
7		Step II Sr. No. 5	<p>The Bidder/Partner must have implemented/under implementation/to initiate implementation for technology implementation and its operations for automation of driving testing track from any of the State Government of India. Less than 10 tracks location ; 10 to 30 tracks location ; 30 or more track locations.</p>	<p>In all major locations, we have implemented more than 1 tracks at single location, considering the same, we request you to please consider number of tracks rather than number of locations. And change criteria as below;</p> <p>Less than 10 tracks- 5 Marks 10 to 30 tracks - 10 Marks 30 or more tracks - 20 Marks</p>	<p>Changed to : The Lead Bidder/ Consortium Partner must have implemented and managed operations for automation of driving testing track for any of the State Governments / UT of India.</p> <p>1 - 2 such locations = 15 marks 3 - 5 locations = 25 marks 6 or more locations = 30 marks</p>

8	39	3.4	Step II Sr. No. 6	<p>The bidder (lead partner) experience in development, implementation and management of web based and / or mobile based applications for delivering appointment to Citizens and payment of Fees using a bank / aggregators payment gateway integration in any of the State Governments of India.</p>	<p>In major Govt. orders, generally appointments will be free of cost hence payment gateway as well as appointments is not practically possible. Hence we would request you to change clause as below :</p> <p>The bidder (lead partner) experience in development, implementation and management of web based and / or mobile based applications for delivering appointment to citizens and / or payment of fees using a bank / aggregators payment gateway integration in any of the state Govt. of India.</p>	<p>Changed to : As per SI. No. 4</p>
9	41	3.4		<p>Selection of Bidder : The preferred bidder would be given first right of refusal to match the lowest price (L1) quoted by technically qualified bidder. Once the preferred bidder scoring i.e. T1 matches the L1 (T1=L1) prices, it will be declared as successful bidder/ Selected Bidder.</p>	<p>This is technology / solution based tender requirement and technical proposal Evaluation Criteria set for technical evaluation stage only and there is no weight age of the same in financial evaluation, hence we would request that Financial Bid we be evaluated using QCBS. We suggest for 70 % weight age to technical bid and 30% weight age to financial bid to find out more technical and financial capable and efficient bidder</p>	<p>Changed to : The Evaluation process has been changed to Quality &amp; Cost Based Selection method.</p>
10	41	3.4.7		<p>Furnishing of non-refundable Project Development Fee of Rs 25 Lakh(Twenty Five lakh) in form of Pay order or demand draft in favour of State Transport Authority, Odisha Payable at Cuttack</p>	<p>This type of development fee generally charged in civil infra tenders, as this is IT related tender and here PBG is also asked for project performance. Hence project development fee should be removed from the tender.</p>	<p>Deleted</p>
11	41	3.4.7		<p>(b) Submission of Performance Security amounting to Rs 3 Crore (Three Crore), in the form of Bank Guarantee of Schedule, in favour of State Transport Authority, Odisha, Payable at Cuttack; and</p>	<p>As per standard practice in an Government tenders, PBG should not be more than 10% project cost. Considering EMD of Rs. 25 lacs i.e. 2% of project cost, the cost of the said project is not more than 1.5 crore, however you have asked PBG of Rs. 3 Crore which is too high, hence we request you to change the same as Rs. 1.5 crore in place of Rs. 3 Crore.</p>	<p>Changed to : Submission of Performance Security amounting of Rs. 1 crore (One Crore) in form of Bank Guarantee of Schedule in favour of State Transport Authority, Odisha payable at Cuttack</p>
12	76	2.1		<p>Concept of Project : Each ADTT Centre will use an electronic sensor-based technology and shall have total of 5 (five) tracks: 1 (one) track for two-wheelers and 4 (four) tracks for four-wheelers.</p>	<p>We herewith request you to provide clarity about tracks, how many track will be there i.e. 2 wheeler and 3/4 wheeler at each locations for test purpose</p>	<p>Changed to : Each location (ADTT Centre) will use electronic sensor-based or camera based technology and shall have total of 5 (five) tracks: 1 (one) track for 2-wheelers and 4 (four) tracks for 3/4-wheelers.</p>
13	81	2.2.4		<p>Human Resource Requirement</p>	<p>To get better understanding to the project we would request you to provide list of counter offices with respect to 5 counters, 8 counters as well as 10 counters at various location.</p>	<p>As per RFP Provided in <a href="http://www.orissatransport.nic.in">www.orissatransport.nic.in</a> under Tenders "Annexure -A".</p>

14	101	SCHEDULE-G	PROJECT COMPLETION SCHEDULE : 4.1 The scheduled Project Completion date shall occur on the 120th (one hundred twentieth) day from the Appointed Date.	As per the past experience in Gujarat track completion/implementation will take period of 24 months. Also , the implementation has to be done phase wise. Instead of completing all the tracks simultaneously, we request you to add POC initially for 2 tracks locations and after successful completion of POC. Bidder should complete the project in phases - in 6 months 10 tracks locations - in 12 months 20 tracks locations - Remaining tracks locations should be implemented in 18 months.	Changed to : The Scheduled Project Completion date shall occur on the 120th (one hundred twentieth) day from Site handover date of Project location.
15	Concession Agreement P/g 13	4.3	The Concessionaire shall pay to the Concessing Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. The concessionaire will be free from all the damages for any delay due to any of the government agency or agency authorized by Transport Department, Government of Odisha.	Mentioned penalty is too high, as per standard terms in Govt. tender, Penalty should not be more than 10% of PBG, we request you to make necessary amendment.	Changed to: The Concessionaire shall pay to the Concessing Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance Security. The concessionaire will be free from all the damages for any delay due to any of the government agency or agency authorized by Transport Department, Government of Odisha.
16	General		It shall pay Damages to the Concessing Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day	At various clauses, penalties are mentioned; in this reference we would keep maximum penalty cap not more than 10%. Also would like to mention here that as per standard practice in all tender, over all penalty should not be more than 10%, so please amend accordingly.	Changed to: It shall pay Damages to the Concessing Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day, subject to a maximum of 10% (ten per cent) of the Performance Security.
17	Concession Agreement	37.3	All property taxes on the Project Sites shall be payable by the Concessing Authority as owner of the site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Project Sites shall not be reimbursed or payable by the Concessing Authority.	Concessionaire should not pay any Property taxes	Changed to: All property taxes on the Project Sites shall be payable by the Concessing Authority as owner of the site.

20	Page No. 16	2.2.1 Step-I	"The bidder (lead partner in case of consortium) must have minimum consolidated annual turnover of Rs. 50 ( Fifty ) Crore for each of the last three audited financial years (2011-12, 2012-13, 2013-14). In case of a consortium, the bidder should have an average turnover of Rs. 10 Crore in the last 3 (three) audited financial (2011-12, 2012-13, 2013-14) years"	A) As a standard practice in Central / State Government tenders, financial strengths of only Single Bidder or Lead Bidder are considered for the eligibility / evaluation purpose and not of the consortium or technical partner. B) Consortium partner is normally a technical partner, who has technical strength and not financial strength and that is the basis of their coming together after forming consortium for submitting the bid. So, mentioning the requirement of 10 Crores as turnover requirement for consortium partner amounts to denying right to participate in the tender as a consortium. C) Most of the IT companies who are involved in e-Governance sector fall in the category of SME (Small and Medium Enterprises) domain and do not have turnover of more than 100 Crores	Changed to : As per Sl. No. 5  Changed to : Scoring Criterion for Technical Evaluation 50 to 100 crores = 10 marks 101 to 150 crores = 15 marks 151 crores and more = 20 marks
21	Page No. 19	2.2.1 Step-II	Scoring Criterion for Technical Evaluation 50 to 100 Crs- 0 marks, 101 to 200 Crs - 50 marks, 201 crs or more - 10 marks	A) AS per technical evaluation criteria, manpower is asked of the bidder and is not specified whether the manpower as asked for is of lead bidder, consortium partner or combined manpower of the consortium. B) Most of the technical companies who are technical solution providers in e-Governance domain and bid tenders in consortiums as technical partner are small and medium companies and do not have such manpower as desired in the said clause. C) We have been participating in various tenders all across the country with central as well as State Governments. Manpower strengths of only Single Bidder or Lead Bidder are considered for the eligibility / evaluation purpose and not of the consortium	Changed to : The bidder (lead bidder in case of consortium) should have at least 100 IT professional employees on its payroll as on 31.03. 2015.  Scoring Criterion for Technical Evaluation 100 to 200 personnel- 2 marks, 201 to 500 personnel - 3 marks, 501 or more personnel - 5 marks
22	Page No. 16	2.2.1 Step-I	The Single Bidder/ Technical Member of the Consortium should have at least 100 (hundred) employees on its payroll under the projects mentioned in (iii) above as on 31.03.2015	Kindly clarify with respect to above cited clause as per eligibility condition as well as technical evaluation criterion :- i- Meaning of " Bidder " in case of "Consortium" whether it is Lead Bidder or all members of Consortium? ii- As per eligibility condition, Bidder is required to have all the three Certifications or any one of them?	Changed to: The bidder (lead bidder in case of consortium) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008/ CMMI level III/ ISO 27001.  The eligibility condition states that the Bidder (Lead Bidder in case of Consortium) should have one or more of the above certifications.
23	Page No. 19	2.2.1 Step-II	Scoring Criterion for Technical Evaluation 100 to 200 personnel- 3 marks, 201 to 500 personnel - 5 marks, 501 or more personnel - 10 marks	a. There are hardly 3 or 4 States who have implemented this type of Project in the Country till now. Therefore, there are only 3 or 4 Companies who have experience in implementation of such kind of projects. But, there are various companies who have been involved in implementing complex e-Governance IT related projects in the Country.	
24	Page No. 16	2.2.1 Step-I	"The Bidder should be ISO 9001:2008 certification/ ISO 27001/ CMMI level 3 quality certification"		
25	Page No. 19	2.2.1 Step-II	Scoring Criterion for Technical Evaluation ISO 9001: 2008 - 0 marks, Any two of ISO 9001: 2008/ ISO:27001/ CMMI level 3 - 50 marks, All three ISO 9001:2008/ ISO: 27001/ CMMI level 3 - 10 marks, 501 or more personnel - 10 marks		
26	Page No. 16	2.2.1 Step-I	"The Bidder ( either lead or its partner in case of consortium) must have implemented or under implementation or having initiated implementation the automation of at least one driving track in any of the State Governments of India"		

27	Page No. 19	2.2.1 Step-II	Scoring Criterion for Technical Evaluation Less than 10 tracks location - 05 Marks 10 to 30 tracks locations- 10 Marks 30 or more tracks locations- 20 Marks	<p>Country.</p> <p>b. By making this as an eligibility condition, Government is denying right to participate in the tender to various organization who have been involved in implementing complex e-Governance IT related projects in the Country and are interested to participate in this tender. By allowing such companies to participate, ultimately Govt will gain as it will ensure greater participation.</p>	<p>IAS per RFP. Consortium has been allowed.</p>
28		2.2.2, Sl.No. 5	<p>" Copy of Provident fund or Employees State Insurance (ESI) payment challan for last 3 months (From the date of RFP response submission) with name and PF or ESI number of each of the employee".</p>	<p>As per Government rules for PF and ESI, it is must for employees in specific pay bracket only and not beyond that. Such as: <u>ESIC:</u> If gross salary of an employee is up to 15000/- per month and less only then Company has to cover the employee under ESIC scheme.</p> <p>Provident Fund:</p> <p>a) If Basic + D.A of an employee is up to 15000/- per month and less then company has to cover the employee under PF scheme and has to deduct P.F of employee.</p> <p>b) If Basic + D.A of an employee is above 15000/- per month then company is not bound to cover the employee under PF scheme deduct the PF of employee. But, if the employee was covered under PF scheme in previous company then he has to continue in the PF scheme in current company.</p> <p>So, it is not a must for an employee to be covered in PF or ESI while being employed with an Organisation. These conditions cannot form the basis to determine the manpower strength of a company.</p>	<p>As per RFP : The successful bidder will have to deploy around 190 computer operators who shall be employed and paid as per Labour &amp; Employment Department rules, Government of Odisha and will have to be covered under ESI and PF as per Central Govt. and labour laws. Hence, the Bidder (Lead Bidder in case of Consortium) should be experienced to manage and deploy employees covered under ESI &amp; PF.</p>

29	Page No. 39	3.4.2	<p>Subject to the provisions of clause 2.7, from among qualified / short-listed bidders, the bidder qualifying as T-1 (scoring highest marks in technical evaluation) will be declared as preferred bidder. The preferred bidder would be given first right of refusal to match the lowest price (L-1) quoted by technically qualified bidder. Once the preferred bidder scoring i.e. T1 matches the L1 (T1=L1) prices, it will be declared as successful bidder/ Selected Bidder. In case preferred bidder refuses to match the lowest i.e. L1 prices, the bidder scoring second highest marks in technical evaluation (T2) shall be given an opportunity to match and shall be declared as successful bidder.</p>	<p>We have serious reservation/ concern to this condition of selection procedure of successful Bidder. This condition provides that even if the T1 bidder is H1 bidder, but if it so likes can accept the L1 price and becomes the Successful Bidder. It seems that the intention of Government is to give preference to Technical scores achieved by the bidders. If that is so, then there should be proper "QCBS Process" of selection in which weightage should be given to technical as well as financial bid scores to finalise the Successful Bidder. By this condition of Selection procedure, as provided in 3.4.2, it confirms that Government wants to favour some bidder.</p>	<p>Changed to : Quality &amp; Cost Based Selection (QCBS) method shall be adopted in selection of the Concessionaire.</p>
30	Page -16	Clause 2.2.1 (iv), Prequalification on Criteria	<p>The Bidder should have minimum average annual turnover of <b>Rs. 50 (Fifty)</b> Crore for last 3 (three) financial years (i.e. 2011-12; 2012-13 and 2013-14).</p>	<p>As the project involves, supply of IT Infrastructure, development of software along with operations and maintenance at all 38 specified locations simultaneously, it would require huge investments. Therefore we suggest the department to modify the clause that the bidder should have an average annual Turnover of <b>Rs 100 crores</b> for the last Three financial years</p>	<p>Changed to : The Bidder should have minimum average annual turnover of Rs. 50 (Fifty) Crore for last 3 (three) financial years (i.e. 2012-13; 2013-14 and 2014-15).</p>
31	Page-24	Clause 2.2.4	<p>Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the —SPV), to execute the Concession Agreement and implement the Project</p>	<p>Kindly clarify "In case a Bidder is a single entity , what is the requirement to form a SPV to enter into an agreement with the Concession Authority "</p>	<p>Changed to: Where the Bidder is a Consortium, it may be required to form an appropriate Special Purpose Vehicle, incorporated under Indian Companies Act, 2013 (the -----SPV), to execute the Concession Agreement and implement the Project.</p>

32	Page-33	Clause 2.12.3	<p>The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover which is to be submitted in physical form.</p> <p><b>In case of any discrepancy between the documents as submitted in physical form and scanned copy submitted on line, the bid will be rejected and the bid security shall be forfeited and the Bidder shall be debarred for tendering in State Transport Authority for a period of one year.</b></p>	Kindly Clarify, Bid submission has to be done Online or in Hard copies or Both ?	Deleted the 'Online submission of Bid documents'.
33	Page-35	Clause 2.13.1 (viii)	Cover 1, Envelope 'A', "Technical Proposal" shall contain: (vii) <b>RFP document as uploaded duly signed;</b> and	Kindly clarify the word as unloaded duly signed in this reference	Deleted the word 'uploaded'.
34	Page-37	Clause 2.18.2	In case of any discrepancy is submission, the Bid will be rejected and the bid security shall be forfeited and the Bidder shall be debarred for tendering in State Transport Authority, Odisha for a period of one year	Kindly define the type of discrepancy which shall be considered for rejection of bid Moreover no need for forfeiture of bid security is required here along with the debarring of the bidder based on the discrepancy in the bid submitted by the bidder, we request you to kindly remove this clause	As per RFP.
35	Page-54	Annexure II, Instruction Point 2	The Bidder / its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.	Kindly clarify: the bidder has to submit the Financial statements for the Last 5 years or Last 3 years as per the prequalification & technical Clauses	Changed to: The Bidder/ its Consortium Member shall attach copies of Balance Sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date.



36	Page-101	Schedule G, Point 2.1, 3.1 & 4.1	<p>2.1 Project Milestone-I shall occur on the date falling on the 30th (thirtieth) day from the <b>Appointed Date</b> (the —Project Milestone-I)</p> <p>Project Milestone-II shall occur on the date falling on the 90th (ninetieth) day from the <b>Appointed Date</b> (the —Project Milestone-II)</p> <p>4.1 The Scheduled Project Completion Date shall occur on the 120th (one hundred twentieth) day from the <b>Appointed Date</b>.</p>	<p>Here the appointment date should be amended as "<b>Site Handover Date</b>" as there might be delays in the handing over process and the handing over date shall be different in each on the 38 mentioned project sites.</p> <p>Also request you to make the above said changes where ever necessary in the entire RFP</p>	<p>Changed to:</p> <p>Project Milestone shall occur on the date falling on the 30th (thirtieth) day from the Site Handover Date.</p> <p>The Scheduled Project Completion date shall occur on 120th (one hundred twentieth) day from the Site Handover Date.</p>
37	Page-101	Schedule G, Point 2.2	<p>Prior to the occurrence of Project Milestone-I, the Concessionaire shall have developed software, finalized design and development of IT infrastructure, specifications and makes of equipment, furniture &amp; furnishings (if any) to be installed within the temporary structure at all 37 locations and <b>expended not less than 25% (twenty five per cent) of the total capital cost set forth in the Financial Package.</b></p>	<p>Kindly clarify the No. of Project Location : 37 or 38? Further as this a project on BOOT basis, the amount of spending by the Selected bidder shall not be the concern of the government therefore there should be no capping on the basis of the same</p>	<p>Changed to :</p> <p>Prior to the occurrence of Project Milestone-I, the Concessionaire shall have developed software, finalized design and development of IT infrastructure, specifications and makes of equipment, furniture &amp; furnishings (if any) to be installed within the temporary structure at all 38 locations.</p>
38	Page-116	Schedule- V	SUBSTITUTION AGREEMENT	<p>Is this Agreement relevant in case the selected Bidder is in the capability to undertake the project on its own finances and shall not involve any senior Lender? Kindly Clarify</p>	As per RFP
39	Page-39 to 40	Clause 3.4	<b>Selection Procedure</b>	<p>It is suggested that either QCBS or L1 method of selection may be used for selection of the Concessionaire</p>	<p>Changed to:</p> <p>As per Sl. No. 9</p>
40	Page-41	Clause 3.4.7	Furnishing of non-refundable <b>Project Development Fees of Rs. 25 Lakh</b>	<p>It is suggested that this may be waived and only Performance Security may be furnished from Concessionaire.</p>	<p>Changed to:</p> <p>As per Sl. No. 10</p>
41	Page-41	Clause 3.4.7	Submission of <b>Performance Security amounting to Rs. 3 crore</b>	<p>It is suggested that the Performance Security may be reduced to Rs. 1 crore</p>	<p>Changed to:</p> <p>As per Sl. No. 11</p>

42	Page-18 to 19	Clause - 2.2	Step -II: Criteria for Evaluation ( <b>Technical Proposal Evaluation Criteria</b> )	It is suggested that as the project involves integration of SARATHI application for DL Test; hence evaluation marks may be kept for bidders who have prior experience in SARATHI integration in other States / UTs of India	As per RFP
43	Page -11	Clause 3.1.2 (f)	Bear and pay all costs, expenses and charges in connection with or <b>incidental</b> to the performance of the obligations of the Concessionaire under this Agreement; and	Kindly clarify the word "incidental" under this context of the said project	Deleted the word 'incidental'
44	Page -13	Clause 4.2	Damages for delay by the Government/ Confirming Party: In the event that (a) the Government/ Confirming Party does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (b) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Government/ Confirming Party shall increase the Concession Period as per the below stated formula: Number of days to be increased in Concession Period = $1/32 * (D1+D2+D3+.....D32)$ Where D = Delay in number of days for fulfilling the Conditions Precedent	It is suggested that a clause to be added to this as "Delay caused by any reason not attributed to the Concessionaire"	As per RFP

<p>45</p> <p>Page -17</p> <p>Clause 5.2.1</p>	<p><b>Obligations relating to Project Agreements:</b> It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.</p>	<p>It is suggested that a clause to be added to this as "<b>Delay caused by any reason not attributed to the Concessionaire</b>" It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder but not limited to change in law, change in government policies, Force Majeure or any other obligation beyond the control of the Concessionaire"</p>	<p>As per RFP</p>
<p>46</p> <p>page -41</p> <p>Clause 15.2</p>	<p>Damages for delay Subject to the provisions of Clause 12.4, if <b>COD does not occur prior to the 61st (sixty first) day from the Scheduled Project Completion Date, unless the delay is on account of reasons solely attributable to the Concessioneing Authority or due to Force Majeure</b>, the Concessionaire shall pay Damages to the Concessioneing Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved. Such damages are besides the damages payable to the Concessioneing Authority by the Concessionaire on non-completion of individual Project Site as per Clause 13.4.1 of this Agreement</p>	<p>It is suggested that a clause to be added to this as "Delay caused by any reason not attributed to the Concessionaire"</p>	<p>As per RFP</p>

47	Page -44	Clause 16.3.2	<p>Notwithstanding anything to the contrary contained in Clause 16.3.1, <b>all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost.</b> Any costs in excess of the ceiling shall be reimbursed by the Concessing Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project</p>	<p>It is Suggest that as the project is being undertaken under BOOT basis, the Change of Scope shall also be covered under the same basis</p>	As per RFP
48	Page -45	Clause 16.6.1	<p>Reduction in Scope of the Project  <b>If the Concessionaire shall have failed to complete any Automation Works on account of Force Majeure or for reasons solely attributable to the Concessing Authority, the Concessing Authority may, in its discretion, require the Concessionaire to pay 80% (eighty percent) of the sum saved therefrom, and upon such payment to the Concessing Authority,</b> the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled.</p>	<p>In case if the Selected bidder Fails to complete and automation work on account of Force majeure or for reasons solely attributable to the Concessing Authority, <b>why should the Concessionaire be responsible to pay any payment?</b> this in any case shall be a business loss to the concessionaire</p>	<p>Changed to:  If the Concessionaire shall have failed to complete any Automation Works on account of Force Majeure or for reasons solely attributable to the Concessing Authority, there shall be no obligations of the Concessionaire in respect of such works and shall be done by the Concessionaire on any other location as provided by the Concessing Authority.</p>

49	Page -50	Clause 17.8.1	<p>In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Government shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of the applicable Performance Security, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Engineer. Recovery of such Damages shall be without prejudice to the rights of the Government under this Agreement, including the right of Termination thereof.</p>	<p>The Cure period i.e. 90 days to be incorporated along with this clause</p>	As per RFP
50	Page-61	Clause 23.1	Article 24: Financial Close	<p>Is this Article relevant in case the selected Bidder is in the capability to undertake the project on its own finances and shall not involve any senior Lender?</p>	As per RFP
51	Page-67	Clause 27.2	<p>Appointment of auditors The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 10 (ten) reputable firms of chartered accountants (the "Panel of Chartered 67 Accountants"), such list to be prepared substantially in accordance with the criteria set forth. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.</p>	<p>As the Concessionaire Fee is being directly collected from the user and no payment is being received from the Department/ Transport Society. Thereby eliminating the need for appointment of an statutory Auditor for the project, also this will be adding an extra cost to the project If at all the Auditors are to be appointed, that is to be done by the Authority and the expenses for such auditors are to be borne by the Concessioning Authority</p>	As per RFP

52	Page-74	Clause 28.9.2	<p>If Termination is on account of an Indirect Political Event, the Government shall make a Termination Payment to the Concessionaire in an amount equal to:</p> <p>(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and (b) 100% (one hundred per cent) of the Adjusted Equity.</p>	<p>Kindly Clarify the Points (a) and (b)</p>	As per RFP
53	Page-81	Clause 31.1.2	<p>Without prejudice to any other rights or remedies which the Government may have under this Agreement, upon occurrence of a Concessionaire Default, the Government shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Government shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 31.1.3.</p>	<p>It is suggested that the following clause to be modified as "Without prejudice to any other rights or remedies which the Government may have under this Agreement, upon occurrence of a Concessionaire Default, the Government shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Government shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant <b>90 (ninety )</b> days after the expiration of the cure period to the Concessionaire to make a representation, and may after the expiry of such <b>90 (ninety)</b> days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 37.1.3.</p>	As per RFP

54	Page-91	Clause 35.1 & 35.2	<p>Increase in costs If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of <b>Rs. 50 Lakh (Rupees Fifty Lakh )</b> and 0.5% (zero point five percent) of the Concessionaire's Share in User Fee in any Accounting Year, the Concessionaire may so notify the Government and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:</p>	<p>It is Suggested that the increase in cost due to change in law shall be modified as "the aggregate financial effect of which exceeds the higher of Rs. 10 Lakh (Rupees Fifty Lakh ) and 0.5% (zero point five percent) of the Concessionaire's Share in User Fee in any Accounting Year i.e. Rs. 10 Lakh instead of Rs. 50 lakh as Rs. 50 Lakh is a big amount and any increase in cost may not reflect upto the said amount.</p>	As per RFP
55	General	Details of Average number of category wise Tests to be conducted	In the Entire RFP, No indicative figures have been provided with reference to the No. of Test that are/ may be conducted, without which the calculation of the Concessionaire Fee to be charged under this Project cannot be made. Kindly Provide the same	As per RFP Provided in <a href="http://www.orissatransport.nic.in">www.orissatransport.nic.in</a> under Tenders "Annexure -A".	
56	General	Dimensions of the Tracks for 2 W & 4 W Tests	The Entire RFP does not have and mention of the Dimensions of the Tracks, as the sensors are to be placed at every 1 Meter distance the dimensions of the Track shall be required for the purpose of calculation of the Concessionaire Fee and also to ascertain the type of sensors to be utilized under this project	As per RFP	

57	16	Clause 2.2.1	The bidder (lead partner in case of consortium) must have minimum consolidated annual turnover of Rs. 50 (Fifty) Crore for each of the last three audited financial years (2011-12, 2012-13, 2013-14). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the last 3 (three) audited financial (2011-12, 2012-13, 2013-14) years	Request you to consider 2014-15, if audited	Changed to : As per Sl. No. 5
58	16	Clause 2.2.1	The bidder (lead partner in case of consortium) should have positive net worth (measured as paid-up capital plus free reserves) of at least Rs. 5 (Five) Crore for each of the latest three audited financial years (2011-12, 2012-13, 2013-14)	Request you to consider 2014-15, if audited	Changed to: An average positive net worth in Financial years 2012-13, 2013-14 and 2014 - 15 as per the audited reports. In case the audited accounts for F.Y 2014-15 are not finalized, provisional balance sheet / Net Worth with certificate from Statutory Auditors may be submitted.
59	16	Clause 2.2.1	The Single Bidder/ Technical Member of the Consortium should have at least 100 (hundred) employees on its payroll under the projects mentioned in (iii) above as on 31.03.2015.	Request you to consider on the consortium/single bidder	Changed to : As per Sl. No. 22 & 23
60	16	Clause 2.2.1	The bidder (lead partner in case of consortium) shall have experience of execution of at least one multi-location e-Governance project (minimum 10 service delivery locations for each project) on BOO (Built, Own, Operate) or BOOT (Built, Own, Operate and Transfer) basis in the e-Governance domain in last 3 financial years in India.	Request you to consider implementation of automated driver testing solution as an alternative to requested application. Experience in Automated driver testing solution is more relevant instead of the specified criteria. Also, no of centers mentioned is too high.	As per RFP. The experience of Automated Driving Testing Track will also be considered if the same falls under BOO/ BOOT project.
61	16	Clause 2.2.1	The Bidder (lead partner in case of consortium) preferably should have experience in implementation and operations of IT projects using Biometrics matching / authentication.	Project's core objective is to automated driving test track. This criteria is limiting the actual experienced bidders.	As per RFP. The Biometric will be captured by SARATHI at RTO and the relevant data will be shared with the concessionaire for matching the biometric at the time of test at ADTT Centre. An independent system needs to be developed by the concessionaire for this purpose



62	16	Clause 2.2.1	The Bidder (either lead or its partner in case of consortium) must have implemented or under implementation or having initiated driving testing track in any of the State Governments of India.	Request to change the clause to 'should have completed atleast one driver testing track'	Changed to: The Lead Bidder/ Partner must have implemented and managed operations for automation of driving testing track from any of the State Governments / UT of India. Scoring Criterion for Technical Evaluation: 1 - 2 such locations = 15 marks 3 - 5 such locations = 25 marks 6 or more locations = 30 marks
63	16	Clause 2.2.1	The Bidder (lead partner in case of consortium) preferably should have experience in development, implementation and management of Web based and / or mobile based applications for delivering appointment to Citizens and payment of fees using a bank / aggregator's payment gateway integration in any of the State Governments of India.	Project's core objective is to automated driving test track. This criteria is limiting the actual experienced bidders.	Changed to : As per Sl. No. 4
64	19	2.2.1, Step II	Point 1: Marks for turnover	Minimum marks should be given for meeting eligibility criteria	Changed to: As per Sl. No. 20 & 21
65	19	2.2.1, Step II	Point 4 and point 6	Requested to merge these clauses.	As per RFP
66	19	2.2.1, Step II	Point 5: No of tracks implementation	Requested to change in line with other project marking criteria: 1 Track : 5 Marks 2-3 Tracks: 10 Marks 4 or more such tracks : 15 Marks	Changed to : As per Sl. No. 7
67	19	2.2.1, Step II	Addition to be made	Requested to give some more preference for technical experience in implementing Automated Driver Testing Track. Request for below evaluation mark criteria: 20,000 - 50,000 Test conducted: 5 Marks 50,000 - 100,000 Test conducted: 10 Marks Above 100,000 Test conducted: 15 Marks	As per RFP

68	20	2.2.1, Step II	Point 7: Quality Certification	<p>Requested to give minimum marks for ISO 9001.</p> <p>ESI and PF are mandatory for employees with salary less than 15,000 only and hence PF/ESI challan might not reflect the exact no of employees. Request to change this to 'provide certificate from HR/Auditor'</p>	<p>Changed to : The bidder (lead bidder in case of consortium) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008, CMMI level III, ISO 27001</p> <p>Scoring Criterion for Technical Evaluation: - ISO 9001 : 2008 = 3 marks - Any two of ISO 9001 : 2008 / ISO 27001 / CMMI level 3 = 5 marks All Three (ISO 9001 : 2008 / ISO 27001 / CMMI level 3) = 10 marks</p>
69	21	2.2.2	Point 5: Submission of ESI and PF certificates	<p>Requested to remove this clause</p>	<p>As per RFP. Refer Sl. No. 28</p>
70	39	3.4.2	Once the preferred bidder scoring i.e. T1 matches the L1 (T1=L1) prices, it will be declared as successful bidder/ Selected Bidder	<p>Requested to remove this clause</p>	<p>Changed to : Refer Sl. No. 9</p>
71	41	3.4.7	Sub clause (a) : non-refundable project development fee of 25 lakhs	<p>Requested to remove this clause as it will be additional burden on the bidder.</p>	<p>Changed to : Refer Sl. No. 10</p>
72		General	Technology: Presently ground sensor based technology is requested in the tender.	<p>Requested to consider 'Video Sensor Based Technology' as well as this is the most advanced technology available and is proven well and can overcome all the pitfalls of existing sensor based technology.</p>	<p>Changed to : Technology : Either ground sensor based or Video Sensor based technology</p>