

NWCMC/Compsec/10102/2011
Office of the
Nanded Waghala City Municipal
Corporation, Nanded
Date : 05.03.2011

CORRIGENDUM

Minutes of the pre-bid meeting of prospective bidders for the NWCMC-CFC Project.

Venue: Conference Hall, NWCMC HO, Stadium Complex, Nanded

Date & Time: March 2, 2011 at 11.00 a.m.

Participants:

NWCMC

1. Dr. Nipun Vinayak, IAS, Municipal Commissioner, NWCMC
2. Dr. Vidhya Gaikwad, Dy. Municipal Commissioner (Reforms), NWCMC
3. Mr. Rajesh Bhusari, Distt. Information Officer, NIC, Nanded
4. Mr. S. P. Patange, Systems Manager, NWCMC
5. Mr. Sudhir Deshpande (Sr. Consultant), Representative of PMC to NWCMC
6. Mr. Vyankatesh Jadhav (Sr. Consultant), Representative of PMC to NWCMC

Prospective Bidders

1. Mr. Saurabh Saoji, M/s C-Ahead, Mumbai
 2. Mr. Rahul, M/s C-Ahead, Mumbai
 3. Mr. Mangesh Kale, M/s Net Communications, Parbhani
 4. Mr. Mohd. Ismail Tanvir, M/s Magic Mobile, Nanded
 5. Mr. Rajesh Gulhane, M/s Jai Computers, Yavatmal
 6. Mr. Vinay Kumar Benginwar
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The meeting was organized as per the schedule published in the Tender Notice for the NWCMC-CFC Project with the objective of providing a platform for the prospective bidders & OEMs to discuss & understand the NWCMC requirements. NWCMC was also expected to understand the overall expectations of the OEMs & prospective bidders with regards to the upcoming project.

The meeting started with the welcome, introduction of attendees & the NWCMC-CFC Project Presentation from NWCMC side.

The meeting then proceeded with the queries from the attendees & NWCMC's respective responses, which are summarized in this document under section named "Clarifications to Pre-bid Queries" (attached as 'Annexure-I' to this document).

Important Note: The clarifications provided by NWCMC with respect to any of the tender terms shall be considered as NWCMC's final policy in the stated regard. Wherever a term/policy is modified with regard to any of the tender terms, only that term will be treated as modified keeping the other terms untouched.

Query No.	By	Query	Tender Reference	NWCMC Response
1	C-Ahead	The tender document does not mention the area of space made available to the CFC Operator. We request to provide at least 400 sqft for zonal CFCs & 2000 sqft for the HO CFC	6.1	NWCMC shall provide adequate space required for the smooth operation of the CFC. Extra space will be added as & when such need arises during the contract period provided such additional space is available at the zonal offices/HO.
2	C-Ahead	The tender document mentions 21000 No. of total annual transactions of citizen centric services. Does NWCMC guarantee a fixed no. of transactions? Please note, the previous tender floated by NWCMC stipulated such guarantee. Shall NWCMC compensate for the loss if the volume is not met?	Annex. 2	The transaction volume mentioned in the tender document is based on the actual figures achieved by NWCMC in the last financial year. The transaction volume is close to 30000 transactions per year. With the implementation of eGovernance modules in phases, the transaction volume is expected to grow even further. Bidders are advised to estimate the volume based on various data (such as population, properties, businesses etc served by NWCMC) available on the NWCMC website as well as from independent external sources & quote accordingly. It may also be noted that in this tender, NWCMC has allowed the CFC Operator to provide non-municipal/ private services for added operational feasibility. Therefore, NWCMC neither gives any guarantee nor shall compensate in any way to the CFC Operator in this regard.
3	C-Ahead	Shall NWCMC provide assistance for getting other non-municipal services to the CFC Operator?	6.14	The CFC Project is an ambitious project envisioned by NWCMC & it shall assist the CFC Operator in making the operations feasible. However, the identification of such services & working out the business model shall fall under the purview of the CFC Operator & NWCMC will have no role to play in this regard.
4	C-Ahead	Please consider a revenue-share holiday for the first year as there shall be a limited service delivery during the first year resulting in longer/ extended breakeven period.	9.4	Tender terms shall prevail. We accept & appreciate the concern. However, we cannot have a year-to-year different revenue share models & hence advise the bidders to base their quote on the aggregate of all 5 years put together.

Query No.	By	Query	Tender Reference	NWCMC Response
5	Magic	CFC Operators are expected to accept various payments such as taxes, duties various fees etc on behalf of NWCMC & deposit the same into the designated NWCMC bank account on a daily basis. Valuable resources shall be spent in this process. Also, the Operator has to carry a risk of handling heavy cash. Will NWCMC consider inclusion of all such services in the chargeable services list. A minimum of Rs. 5/- per transaction shall be paid to the CFC Operator.	Annex. 2	Tender terms shall prevail. The CFC operator is expected to provide the non-chargeable services also as a part of the bouquet of services. The use of resources in all such services is expected to be cross-subsidised by the revenue CFC Operator will generate from the chargeable municipal services as well as from other non-municipal services. It may also be noted that, NWCMC is planning to accept the payments through a web-based payment gateway as well as through some of the partner bank/s. The partner bank/s' counter may be considered to be made part of the CFC set-up.
6	Magic	For some forms, NWCMC is currently charging Rs. 100/--Rs. 300/-. Can the CFC Operator provide these forms to the citizens at the same rate & claim a revenue share based on the respective quoted proportion?	Annex. 2	NWCMC is in the process of certain reforms with regards to the form fees. It has been decided to make all the forms available on the NWCMC website. The CFC Operator is required to make all the forms available to the citizens at the rates as decided by the NWCMC. The CFC Operator is not required to share any revenue generated from such sale of forms. In the light of the NWCMC policy in this regard, as stated above, the bidders are advised not to base their revenue estimations on the prevailing fees structure OR any other assumption in this regard.
7	Jai	The tender document mentions that the bidders shall provide 2-KVA UPS for zonal CFCs & a 3-KVA UPS for the HO CFC with a battery back-up of 2-hrs. The bidders be allowed to size the UPS rating based on the power ratings of the equipment proposed by them. Also, the back-up time of 2-hrs shall not be sufficient & shall be made 4-hrs.	8.4 8.	The bidders are hereby allowed to size the UPS ratings with a battery back-up of at least 4 hours. However, the bidders are advised to mention the UPS ratings with makes & models they wish to install in the Bill of Quantities to be enclosed in the technical bid. NWCMC, during technical evaluation, may ask for the sizing rationale/ consideration during the technical discussion, if it determines non-proportionality OR finds any doubt in this regard. The bidders are also advised to consider the loads of ceiling fans & tube-lights while sizing the UPS.

Query No.	By	Query	Tender Reference	NWCMC Response
8	Jai	Is the CFC Operator expected to develop any application software for any of the CFC/NWCMC modules?	6	NO. NWCMC shall have the responsibility of providing all the application software support. The phases in which such a software shall be made available to the CFCs is clearly mentioned in the tender document. However, the system software, such as the operating system & anti-virus, required for running the PCs/MAINet Application shall be the responsibility of the CFC Operator.
9	Jai	The hardware configuration suggested in the tender document is higher than that required for running the modules. Are the bidders allowed to tone it down?	8.1	Tender terms shall prevail. The hardware specifications suggested are the latest. It is in the interest of the CFC Operator to use the latest & future-proof hardware for higher operational efficiency over the contract period.
10	Magic	What happens after the end of the contract period?	4.3.1	The project is to be awarded on a BOT basis. At the end of the contract, the entire set-up mentioned in the tender document has to be transferred to NWCMC at a nominal Rs.1/- cost.
11	C-Ahead	Will the contract be extended for a further period of 5-years? Please include a favorable term in this regard if the CFC Operator performs the contract satisfactorily.	4.3.1	As NWCMC (or anybody, for that matter) cannot foresee the situation with regard to the mode of service delivery after 5 years from now, it would not be possible to commit anything with regard to contract extension after completion of a 5-year contract period.
12	Jai	Also, how does NWCMC propose to evaluate the CFC Operator performance? We request you to bring-in objectivity in this regard to avoid any harassment from NWCMC.	6.9	The performance assessment shall be done objectively based on the pre-defined performance parameters. Such parameters & the associated performance indicators shall be a part of the SLA (Pls see Section 4.3.2 of the tender document). The SLA terms shall be discussed / finalised with the selected CFC Operator separately. As mentioned in the tender document, NWCMC reserves the right to terminate the contract at any time during the contract period if it determines that the performance of the CFC Operator is not satisfactory.

Query No.	By	Query	Tender Reference	NWCMC Response
13	Jai	How do we make the payment of the quoted NWCMC share to NWCMC? We wish to retain our part with us & make periodic (monthly) payment of only the NWCMC part to NWCMC.	5.10	Tender terms shall prevail.
14	C-Ahead	Please extend the last date of tender submission by at least 2 days.		Tender terms shall prevail.
15	Net	Will NWCMC provide free electricity for all CFC operations?	6.1	NWCMC shall provide electricity for the equipments mentioned in the tender document. For any other equipment installed by the CFC Operator for providing non-municipal services, the power shall have to be arranged (in the form of a sub-power meter) & paid for by the CFC Operator.
16	Jai	Please modify the last date of sale of tenders to that of submission of tenders (8th March) as the tenders are also allowed to be downloaded from the website. As per the prevailing term, we are not allowed to draw a DD towards tender fee on 8th, while the same for the EMD can be drawn on the 8th, which is unfair.	2.1	Tender term shall prevail for the physical sale of tender documents. However, for the downloaded tender documents, the DDs drawn on 8 th March, 2011 towards the tender fee shall be acceptable.
17	Magic	Can the EMD amount be converted into bank guarantee in the case of a successful bidder?	4.3.3	The EMD shall be refunded to the successful bidder after submission of the PBG of the required amount.
18	C-Ahead	Can the award be divided/distributed amongst bidder? Can the successful bidder sub-contract some of the CFCs to another agency?		The tender is for the award of all 7 CFCs to one Company/ Operator. Any form of sub-contracting/ consortiums/ teaming is neither allowed while bidding nor during the contract period.
19	C-Ahead	How much time the technical evaluation take? The tender document stipulates that there shall be a technical discussion. When shall it happen? When shall the commercial proposals be opened?	4.2.4 4.1	The technical discussion is scheduled at 10 a.m. on 9 th March 2011. The authorized representatives of the bidders are required to remain present for the technical discussion. The commercial proposals of only those bidders who score more than 30 marks shall be opened after the technical evaluation.

Query No.	By	Query	Tender Reference	NWCMC Response												
20	C-Ahead	The tender document does not mention the SLA parameters. Will there be any penal clauses in the SLA?	4.3.2	The SLA terms shall be discussed / finalised with the selected CFC Operator separately. Yes, there will be penal clauses for non-performance.												
21	C-Ahead	Kindly elaborate on the technical evaluation criteria.	4.1	<p>The technical evaluation criteria & respective weightages shall be as follows:</p> <table border="1"> <tr> <td>Financial Strength</td> <td>10</td> </tr> <tr> <td>Experience</td> <td>20</td> </tr> <tr> <td>Proposed Team</td> <td>10</td> </tr> <tr> <td>Quality Certifications</td> <td>5</td> </tr> <tr> <td>Local Service Presence</td> <td>5</td> </tr> <tr> <td>Total</td> <td>50</td> </tr> </table> <p>The commercial analysis will be done as follows:</p> <p>$C = (CX/CH*50)$</p> <p>“C” = Commercial Marks for the bidder CH = Highest quoted % revenue share to NWCMC CX = % revenue share quoted by the bidder</p> <p>Total Marks: C+T T = Technical marks obtained by bidder out of 50</p> <p>Max. Marks (Technical + Commercial) : 100</p>	Financial Strength	10	Experience	20	Proposed Team	10	Quality Certifications	5	Local Service Presence	5	Total	50
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Sd/-
Commissioner
Nanded Waghala City Municipal Corporation