

Minutes of Pre-Bid meeting regarding the RFP to engage the services of a PMC for Campus Wide Network

S. No.	RFP Section	Page No	RFP Clause	Queries	Remarks
1	RFP Schedule	2	Date of Pre Bid Meeting	Client is requested to consider accepting queries and suggestion till 19 Nov 2020 for need of clarification post discussion during the Pre-Bid Meeting	Not Accepted
2	RFP Schedule	2	Duration of Services 18 Months + 12 months (defect liability period)	We understand that the overall project is for 18+12 months. We understand here 12 months are for task-5 of the SoW, please confirm.	Confirmed in general. For specific details please refer to milestones, the task list and other relevant sections as given in the RFP.
3	RFP Schedule	2	Duration of Services 18 Months + 12 months (defect liability period)	Please confirm the minimum resource/team deployment requirements along with their qualification criteria.	Bidder must ensure the relevant manpower on site whenever necessary and definitely during the installation and commissioning phase as given in Section 22, Page 24 of the RFP.
4	RFP Schedule	2	Duration of Services 18 Months + 12 months (defect liability period)	Please confirm if there is a requirement for a full-time resource during the task 3-5 of SoW. If, yes. please confirm the minimum resource and their qualification requirements.	Yes. Please see Remarks column in S. No. 3 above. The qualification and experience of resources must match with the Scope of Work and deliverables.
5	Scope of Work/ Services	12	Prepare detailed design documents of the network and services.	Client is requested to define the Network elements. Would the Network be limited to Campus Lan, WAN, inter connectivity between other IITs or other LAN or WAN Networks.	As stated in Section II, Para 11, Page 12, and further detailed in Section III, Para 26, the scope of the project is related to providing PMC services to setting up Campus wide network and associated services at IIT Bhilai.
6	Scope of Work/ Services	12	Prepare detailed design documents of the network and	Client is requested to provide details of the Services to run on the Network	Please refer to Section IV, Annexure 3.
7	Minimum criteria for eligibility	14	“Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for academic campuses, R&D institutes or organizations of similar nature with built up office and residential areas exceeding 15000 m2 and a point of presence of at least 1500 network points. The wireless access points shall be counted as one network point for this	Request the client to consider Smart City projects as part of Similar Setup as mentioned in RFP Clause Background, Page 7. "Those reputed organizations which have experience in the area of Information and Communication Technology (ICT) infrastructure covering aspects like design of smart city/campus"	Please refer to Corrigendum 2.

Clarifications

8	Submittals by the bidders for Technical Evaluation	15	Annual audited financial statements as per the format given in Annexure 4 for the last two financial years (i.e. FY19-20 and FY18-19) (ending in March 31st). In case, accounts are not audited yet for FY19-20, submit the audited financial statements for FY18-19.	Client is requested to consider revising submission of minimum 3 years of financials as the project with a need for engagement for a period of more than 2 years, the bidder must have enough experience to carry on with the engagement	Not Accepted.
9	Evaluation criteria	16	Evaluation criteria	The technical Evaluation Criteria is currently defined at very high level. It is suggested to include following points as well in the criteria: 1. Having prior experience with another IIT for network consultancy services. 2. Having experience in national level government projects for network and Fiber project consultancy services. 3. Having Network related projects within Chhattisgarh	Not Accepted.
10	Performance Guarantee	22	Before signing the Agreement, the selected bidder shall submit a "Performance Guarantee" in the prescribed format along with an irrevocable Bank Guarantee from a Scheduled Bank amounting to 5% of the financial	Client may consider revising the Performance Guarantee as per Center's Guideline vide order no: F.9/4/2020-PPD	Please refer to Corrigendum 2.
11	Major milestone	22	MM2: Selection of SI (Timeline T + 26)	Client is requested to define the MM2 milestone in 2 parts, Part 1. a) Delivery of the RFP b) Evaluation of Bids post response from Bidders for SI Part 2: Selection and Onboarding of SI, as it is not in control of the Onboarded PMC	Not Accepted.
12	Major milestone	24	.. a core team must be at site while frequent and prolonged visits might be necessary from other members..	Request the client to provide clarity on the term "Core Team".	Please refer to Remarks column of S. No. 3 above.

Clarifications

13	Major milestone	24	If any delay of the Consultant was due to delay in issue of approvals by IIT Bhilai or any other statutory authorities, it will be taken into account while deciding on the low of	Network design is dependent on Design of Campus, which is under a 3rd party agency. Client is requested to clarify on delay due to change of design by the CPWD Agency	Kindly refer to Section III, Para 26, Page 29 of RFP, under heading: Dependencies/Constraints in project execution.
14	Details of PMC Services	27	The high-level architectural design of the campus should be for the 12000 student campus (i.e. last stage) while the intra-building infrastructure design will have refined details for the first stage	As per the RFP Schedule the engagement is only for a period of 18+12 months, client is requested to clarify on the timeline for the last stage of the Campus design and development.	Stage 1 of the Campus is expected to be completed by August 2022 as per current plan. Stage 2 and subsequent stages shall be taken up later. For more details please refer to Section I, Para 1 of RFP.
15			General	Client is requested to clarify, all the design and architecture of the Network would be based on the Stage 1 of Campus design as provided in the RFP, and the design would be unchanged during the course of engagement. Also additional time and fees may be provided to bidder as per mutual agreement of both Client and Bidder in case of rework	Please refer to Section 1, Para 1 (Background) of RFP. No additional fees will be admissible.
16	SECTION – III: SCOPE OF SERVICES	28	5. Task 5: Monitoring defect liability period of SI Agency: Proactively monitoring of the defects and getting them corrected by the SI agency for a smooth and efficient operations of the network and services	Please elaborate the scope of "proactively monitoring of the defects". Is consultant responsible to provide network monitoring and management services? Normally this is defined under the scope of SI	The PMC is expected to proactively discover defects and monitor the resolution by the SI.

Clarifications

17	Schedule of Payment	31	II.1 Making of the BoQ of the network equipment, preparation of the RFP, approval from the institute on BoQ and the RFP, publication of RFP	Please remove the Publication of the RFP from the Payment terms as this is beyond the control of consultant.	Not Accepted.
18	Experience of PMC Work	18	Marks awarded on experience of PMC shall be computed as 3* (x-0.8)	This criteria is not clear. Please elaborate	Already specified in RFP.
19	RFP Schedule	2	Date of Pre Bid Meeting	We request IIT-Bhilai to reschedule pre bid meeting date as Nov 16 being a Diwali holiday	Not Accepted.
20	RFP Schedule	2	Last date and time for submission bid proposals	We request IIT-Bhilai to provide an extension of 2 weeks from the last date for submission of Bids for preparation of responsive proposal and completion of our internal approvals before submitting our response	Please refer to Corrigendum 2.
21	13. Minimum criteria for eligibility	14	“Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for academic campuses, R&D institutes or organizations of similar nature with built up office and residential areas exceeding 15000 m2 and a point of presence of at least 1500 network points. The wireless access points shall be counted as one network point for this	We request IIT-Bhilai to modify the clause to: “Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for Smart Integrated Townships/ Smart Cities/ Smart Campus/ academic campuses/ R&D institutes or organizations of similar nature with built up office / residential areas and point of presence of at least 1000 network points. The wireless access points shall be counted as one network point for this computation.	Please refer to Corrigendum 2.

Clarifications

22	13. Minimum criteria for eligibility	15	Annual audited financial statements as per the format given in Annexure 4 for the last two financial years (i.e. FY19-20 and FY18-19) (ending in March 31st). In case, accounts are not audited yet for FY19-20, submit the audited financial statements for	We request IIT-Bhilai to kindly add the following Turnover Clause to ensure quality bidders to bid for the project to: The Bidder must have an average annual turnover of at least INR 50 crores during the last 3 financial years (2017-18, 2018-19 & 2019-20).	Not Accepted.
23	13. Minimum criteria for eligibility	14	Positive Networth	We request IIT-Bhilai to kindly add the following Positive Networth Clause: The Bidder should have positive net worth in the last 3 financial years (2017-18, 2018-19 & 2019-20)	Not Accepted.
24	13. Minimum criteria for eligibility	14	Blacklisting.	We request IIT-Bhilai to kindly add the following Blacklisting Clause: The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offense in India for any reason as on last date of	Covered under Section IV, Annexue 1.
25	10. The site and network zoning	10	The stage 1 of development and construction work will take place at the Kutelabhata village site. The campus (for stage 1) is divided into 3 zones to facilitate distribution and management of the network. The demarcation of	Please clarify that "Kutelabhata village site" i.e. Stage 1 is only in Scope or have to extend to the "Sirsa Khurd village" and "Banjari village"	While design of the Campus wide network will cater to requirement of all the stages of the Campus (i.e. 12000 students Campus), PMC services for the implementation of campus wide network along with associated services will be only for Stage-1 comprising of Academic area (Zone 1), Hostel area (Zone 2) and residential area (Zone 3) along with associated buildings.

Clarifications

26	15. Evaluation criteria	15	<p>Previous experience and domain expertise</p> <p>Prior experience in undertaking consultancy projects of similar scale (7.5 marks)</p> <p>Overview of domain expertise of the bidder and its relevance and utility to this engagement (7.5</p>	<p>Please clarify below:</p> <p>Please clarify that what are the maximum marks for each project</p> <p>Projects needed to be cited for overview of domain expertise</p>	<p>Each project will carry 2.5 marks with a maximum of 7.5 marks for all the projects.</p> <p>Domain expertise will be evaluated based on PMC involvement in projects with following activities: 1) Integration of IT and non-IT services (refer to Annexure-3 of RFP) on common platform, 2) UCaaS (Unified communication as a service) implementation , 3) Fiber Optic Network Design, 4) Non-fiber optic network design.</p>
27	15. Evaluation criteria	18	<p>Shortlisted bidders shall be invited to make presentation and will be given at least three days' notice to make the presentation to the evaluation committee of the Institute at a time, date and mode to be intimated for</p>	<p>Please provide adequate, at least of 10 working days, time for the presentation</p>	<p>Not Accepted.</p>
28	20. Ownership of Material	22	<p>The ownership of all submitted materials of all bidders at whichever stage shall lie with the Institute.</p>	<p>We request IIT-Bhilai to kindly add the following IPR provision: Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that bidder own in performing the Services. Notwithstanding the delivery of any Reports, bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by</p>	<p>Not Accepted.</p>

Clarifications

29	1. Task 1: High Level Network Architecture design	26	The network design approach must take into consideration the projected growth of the campus population and the corresponding increase in demand/requirements.	Please clarify that projection in the growth of the population shall be provided by IIT Bhilai or bidder need to study and made their own projections	Please refer to Task 1: High Level Network Architecture design Section III, Para 26 of the RFP. PMC needs to interact with the stakeholders at IIT Bhilai during the Requirement gathering phase to gather the details like expected growth of the population.
30	Dependencies/Constraints in project execution	29	3. All care is being taken to ensure that the Construction activities are not delayed as per the project plan. However, in the unforeseen situation of the activities getting delayed, the PMC will have to ensure that its own engagement and the engagement of SI remains as and when the construction site is available for the operations by SI/PMC. No additional cost shall be payable on account of this	Request you to kindly delete the clause from the scope of PMC services as the delay in the construction activities cannot be made attributable to the PMC under consideration. .	Not Accepted.

Clarifications

31	Confidentiality	55	<p>The PMC agrees that any information provided to them for discharge of their obligations under this contract is confidential and it shall be used for the purposes of this Agreement only and the same shall not be disclosed to any third party. IIT Bhilai and the PMC declare that this agreement is executed voluntarily and without any undue influence / coercion.</p>	<p>We request IIT-Bhilai to kindly add the following under Confidentiality clause: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of</p>	Not Accepted.
----	-----------------	----	--	---	---------------

Clarifications

32	Annexure	11	Force Majeure	<p>We request IIT-Bhilai to kindly add the following Force Majeure clause:</p> <p>(i) Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.</p> <p>(ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. Where bidder's Personnel are required to be present at Client's premises, bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	Please refer to Corrigendum 2.
33	Annexure	32	Limitation of Liability	<p>We request IIT-Bhilai to kindly add the following Limitation of Liability clause:</p> <p>The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	Not Accepted.
34	Additional Request	22	Resource Onboarding	<p>Given the current pandemic issues and health concerns associated, we would like to understand from your goodoffice, would the team of experts be allowed to provide offsite support and work on an onsite / offsite mode and shall engage and interact with all requisite stakeholders using online meeting facility</p>	Please refer to Remarks section of S. No. 3 as above.

Clarifications

35	Minimum criteria for eligibility	14	<p><u>13. Minimum criteria for eligibility</u> “Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for academic campuses, R&D institutes or organizations of similar nature with built up office and residential areas exceeding 15000 m2 and a point of presence of at least 1500</p>	<p><u>Will (in addition to existing clause)</u> “Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for Government organizations with several (30) built up office at separate buildings spanning across the city(more than 150000 m2) and a point of presence of at least 1500 network points like SecLAN.</p>	Please refer to Corrigendum 2.
36	Minimum criteria for eligibility	14	<p><u>13. Minimum criteria for eligibility</u> Should have successfully rendered consultancy services for completed ICT based infrastructure setup (and it must include the network design/installation/commissioning) of magnitude as following during the last five years ending the previous day of the last date of submission of RFP. One consultancy assignment not less than Rs. 1 Crore for similar ICT based infrastructure setup Or Two consultancy assignments</p>	<p><u>Will (in addition to existing clause)</u> One Consultancy project - with multiple PO/CR for the same project valuing more than 1 Crore will be acceptable.</p>	Not Accepted.

Clarifications

37	Evaluation criteria	16	<u>15 Evaluation criteria</u> "B" Evaluation of the key personals 1. Resource requirement – Qualification and Experience	<u>Will</u> Similar qualification and experience be applicable for entire team viz. Management Resource, SME, Technical Resource and Consultant. Resource profiling is requested	Bidder is expected to do the resource profiling to cover the scope of work as per the qualification and experience given in the RFP.
38	Schedule of Payment	28	<u>28. Schedule of Payment</u> MM5: Monitoring defect liability period of SI Satisfactory execution of activities viz. V1. to V.3 (validated by IIT Bhilai)	<u>Are these activities as mentioned in</u> 26. Details of PMC Services Task 5: Monitoring defect liability period of SI Agency Point I, ii & iii.	Yes.
39	Major milestones	22	<u>22. Major Milestones (MM)</u> IV. MM4: Commissioning, Testing and Handling Over (Timeline T + 78) This activity shall run in parallel with MM2 and must conclude in four weeks from the conclusion of	<u>Requesting more clarity as it is difficult to run both below activity in parallel as mentioned, the commissioning work can only start post selection of SI.</u> MM2: Selection of SI & MM4: Commissioning, Testing and Handling Over run in parallel	Please refer to Corrigendum 2.
40	Major milestones	22	<u>22. Major Milestones (MM)</u> IV. MM4: Commissioning, Testing and Handling Over (Timeline T + 78) IV.2 Acceptance tests including testing of the network components on short-term, medium term	<u>Requesting more clarity on short-term, medium-term and long-term</u> Acceptance tests on short-term, medium term and longterm basis	UAT plan is be defined by the PMC. In general, testing may involve short term, medium term and long term tasks.

Clarifications

41	RFP Schedule	Page No 2 of 56	<p>EMD: The EMD of amount Rs. 1,00,000.00 (Rupees One Lacs Only) shall be accepted only in electronic form through SBI Collect. For more details and payment please go through SBI i-collect Link https://www.onlinesbi.com/sbicollect/collecthome.htm?corpID=646425</p> <p>step1. Click Check Box to proceed for payment. step2. Select EstateTenderFee /EMD. Step3. Fill all Details and Submit (This online payment receipt may be provided</p>	<p>1. CSPL (Cypress solutions Pvt. Ltd) is registered as MSME. 2.As per Govt. norms EMD & Solvency should be waived off.</p>	<p>Relaxation of norms for MSME will be applicable as per Government of India provisions.</p>
----	--------------	-----------------	---	---	---

Clarifications

43	13. Minimum criteria for eligibility, Point 1	Page No 14 of 56	<p>The bidder who fulfils the following requirements shall be eligible to apply.</p> <p>☑ Should have successfully rendered consultancy services for completed ICT based infrastructure setup (and it must include the network design/installation/commissioning) of magnitude as following during the last five years ending previous day of last date of submission of RFP.</p> <p>One consultancy assignment not less than Rs. 1 Crore for similar ICT based infrastructure</p>	<p>The bidder who fulfils the following requirements shall be eligible to apply.</p> <p>☑ Should have successfully rendered consultancy services for completed ICT based infrastructure setup including DATA Center and all Low voltage applications (and it must include the network design/installation/commissioning) of magnitude as following during the last Seven years ending previous day of last date of submission of RFP.</p> <p>One consultancy assignment not less than Rs. 1 Crore for similar ICT based infrastructure setup (For a single customer even through more than 1 PMC contract/ Expansion Orders)</p> <p>Or</p> <p>Two consultancy assignments each not less than Rs. 0.8cr for similar setup</p>	Not Accepted.
----	---	------------------	--	---	---------------

Clarifications

44	13. Minimum criteria for eligibility, Point No.2	Page No 14 of 56	“Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for academic campuses, R&D institutes or organizations of similar nature with built up office and residential areas exceeding 15000 m2 and a point of presence of at least 1500 network points. The wireless access points shall be counted as one network point for this computation.	“Similar setup” in these criteria means Consultancy for setting up Network and ICT infrastructure for academic campuses, R&D institutes, Corporates or Govt. organizations / Smart campuses or Buildings with built up office and residential areas exceeding 15000 m2 and a point of presence of at least 1500 network points in india or Abroad. The wireless access points shall be counted as one network point for this computation.	Please refer to Corrigendum 2.
45	13. Minimum criteria for eligibility, Point No.5	Page No 15 of 56	The bidder should have a minimum solvency of Rs. 80 lakhs (Rs. 0.8 Crore) certified by his Bankers operating in India.	CSPL (Cypress solutions Pvt. Ltd) is registered as MSME. As per Govt. norms EMD & Solvency should be waived off.	Please refer to Remarks column of S.No. 41 as above.
46	Page No.44 of 56	4. Details of financial information	2. Financial arrangements for carrying out the proposed work.	Request to Clarify & explain the expectation against this point.	The bidders are required to indicate the financial arrangements planned to be done to execute the project, such as cash flow and capital protection arrangements, separate bank accounts, etc.

Clarifications

47	Annexure	11	Liability is unlimited or not documented	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	Not Accepted.
48	Cl 13	55	Exceptions to confidential information are not provided	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to</p>	Already covered in RFP
49	Cl 13	55	Parties to whom information can be disclosed is not documented	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for</p>	Not Accepted.

Clarifications

50	CI 13	Point 8 at p 48	Has the bidder or any constituent partner in case of partnership firm/limited company or corporation even been debarred by any of the government organizations? If	<p>The Client is requested to revise the pre-qualification regarding blacklisting/ debarment as this:</p> <p>"Has the bidder or any constituent partner in case of partnership firm/limited company or corporation is debarred by any of the government organizations as on date of Submission of Bid? If so, give details."</p>	Not Accepted.
51	Annexure Letter 1	Point 4 and	I/we also declare that our firm is not subjected to any disciplinary action by any central government body/institute/or organization or Hon'ble court or debarred from practice during the last 5 years as on the date of this letter.	<p>The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.</p> <p>"I/we also declare that our firm is not subjected to any disciplinary action by any central government body/institute/organization or Hon'ble court or debarred from practice as on the date of this letter."</p>	Not Accepted.
52	CI 7	48	Has the bidder or any constituent partner in case of partnership firm/ limited company or corporation ever been convicted by the court of law? If so, give details.	<p>Client is requested to modify the clause as following:</p> <p>"Has the bidder or any constituent partner in case of partnership firm/ limited company or corporation currently convicted for execution of any professional project/work executed/being executed by the Bidder by any court of law as on the date of submission of this bid ? If so, give details."</p> <p>Bidder should be allowed to declare that there is no criminal conviction by by a court of final and competent jurisdiction has been made as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by the Bidder, which may impact our services herein. Please note here Partners is assumed to be Associate Company under Companies Act</p>	Not Accepted.

Clarifications

53	CI 27	29	No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	Please refer to Corrigendum 2.
54	CI 13	55	No right to disclose client name or project for citation / reference purposes	<p>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	There is no such clause preventing disclosure of client name/services offered.
55	CI 12	55	Uncapped LDs / LDs capped at higher percentage	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	Not Accepted.
56	CI 22	24	Not sole and exclusive remedy	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	Not Accepted.
57	CI 22	24	Time is of essence	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.</p>	Not Accepted.

Clarifications

58	Cl 20	22	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-</p>	The pre-existing IPRs shall continue to remain with the corresponding owners. There is no such clause of owning the pre-existing IPRs of the PMC/bidders by IIT Bhilai in the RFP.
59	Cl 21	22	Non-independent process	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and for inclusion of the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please	Mechanism of dispute resolution already specified in Section 21 at Page 22 of the RFP.
60	Cl 27 xi	30	Widely worded audit rights	Since IIT Bhilai has indicated preference for resources based out of Raipur/Bhilai, we shall make all efforts to identify suitable candidates from the region. It is requested that consulting firms be allowed to propose resources even if they are currently not engaged/onboarded with the firm. A declaration by the proposed candidate stating that upon award of work to the said consultancy firm, he/she shall be engaged by the consulting firm and shall be deployed on the project, should be accepted.	Not relevant to the technical documentation expected from the PMC.
61	No clause in RF	.	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is	As a general rule, even if not mentioned explicitly, the PMC is expected to keep IIT Bhilai indemnified against all such liabilities which may arise out of the services rendered by the PMC.

Clarifications

62	General	-	This RFP does not state anything about conflict of Interest.	Please clarify regarding Conflict of Interest	Bidder must ensure that there shall be no conflict of interest while providing services to IIT Bhilai as envisaged in the RFP.
63	MM5: Monitoring defect liability period of SI	31	Percentage of Payment : 5% per quarter	Client is requested to revise the Quarterly payment to Monthly Payment	Not Accepted.
64	22. Major Milestones (MM)	24	Need to Travel	If there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us	Not Accepted
65	13. Minimum criteria for eligibility	Page 14	Definition of 'similar setup'	Request for change 1. Request to remove the requirement of similar experience in academic campus, R&D institutes or organizations of similar nature, since similar experience in non-academic set-up would also be highly relevant for the project. 2. Request to remove the criteria of area of the project (15,000 sq.mt.) and specific mention of built up office and residential areas since the area of the project is directly	Not Accepted. However, please see Corrigendum 2 that covers experience in non-academic set up.
66	22. Major Milestones (MM)	Page 23	MM4: Commissioning, Testing and Handling Over	Statement in the RFP - 'This activity shall run in parallel with MM2 and must conclude in four weeks from the conclusion of MM3'. We understand that MM4 shall run in parallel with MM3 and not MM2. Request to kindly replace 'MM2' to 'MM3'	Please refer to Corrigendum 2.
67	15. Evaluation Criteria	Page 16, 17	Basis for evaluation: Previous experience and domain expertise	Previous experience and domain expertise a. Prior experience in undertaking consultancy projects of similar scale b. Overview of domain expertise of the bidder and its relevance and utility to this engagement Request for change: In point 'a', 'similar scale' could be replaced with 'similar nature'. Projects of similar nature to include PMC projects and projects related	Not Accepted.

Clarifications

68	15. Evaluation Criteria	Page 16, 17	<p>Basis for evaluation: Evaluation of key personals</p>	<p>Request for change: Request to remove the requirement of 'MBA/M.Tech/ME' of equivalent masters to score maximum marks under education parameter for resources proposed.</p> <p>Reason for change: A large number of professionals in the networking sector, with hands-on experience of designing and implementing large networks, do not necessarily poses master's degree</p>	Not Accepted.
69	15. Evaluation Criteria	Page 16, 17	<p>Basis for evaluation: Evaluation of key personals</p>	<p>Marks for the location for key personals (top 4) on per person basis</p> <p>Request you to kindly clarify, how would IIT Bhilai ascertain 'willingness to locate to Raipur/Bhilai'. Do consulting firms need to submit a declaration by the concerned proposed team members about their base location/willingness to locate to Raipur/Bhilai</p>	Bidders are expected to provide this information in their proposal. Without this information, it shall be assumed that the willingness is not there.
70	13. Minimum criteria for eligibility	Page 15	<p>The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees who would be engaged in the project. Bidder must also clearly indicate the role of each of the employees and must ensure that the team has a capability to handle the Government procurement processes, bidding</p>	<p>Since IIT Bhilai has indicated preference for resources based out of Raipur/Bhilai, we shall make all efforts to identify suitable candidates from the region. It is requested that consulting firms be allowed to propose resources even if they are currently not engaged/onboarded with the firm. A declaration by the proposed candidate stating that upon award of work to the said consultancy firm, he/she shall be engaged by the consulting firm and shall be deployed on the project, should be accepted.</p>	Not Accepted.
71	13. Minimum criteria for eligibility	Page 15		<p>We at KPMG engage with a wide range of Subject Matter Experts (SMEs) to ensure we deliver best value to our clients. We request you to kindly allow us to propose SMEs and other experts from within the firm to support the core team to be deployed to ensure high quality execution of the project.</p>	Not Accepted.

Clarifications

72	15. Evaluation Criteria	Page 16, 17	Basis for evaluation	<p>Point 7 of '14. Submittals by the bidders for Technical Evaluation' (Page15) requires submission of a technical note. However, the evaluation of technical proposal ('15. Evaluation Criteria', Page 16 to 20) does not specify evaluation of technical note.</p> <p>The technical evaluation of the proposal (TS1) evaluates proposal on:</p> <ul style="list-style-type: none"> A. Firm experience B. Team proposed C. Location of team proposed D. Experience of PMC work in terms of value of the contract <p>This evaluation of proposal does not include evaluation of technical note to be submitted (as mentioned in point 7 under '14. Submittals by the bidders for technical evaluation', Page 15.</p> <p>Request for changes:</p> <ol style="list-style-type: none"> 1. Request to have the evaluation of technical note within TSI. The scope of note could be the same as the presentation for TS2. Scoring on this could then be on the basis of both the note and the presentation. 40 marks for TS2 can be broken down into 20 marks each for Technical note and presentation. 2. Request to set cut-off for technical evaluation for both TS1 and TS2 combined instead of having a separate cut-off of TS1 alone. The bidders which meet min. criteria 	Not Accepted
----	-------------------------	-------------	----------------------	---	--------------

Clarifications

73	22. Major Milestones (MM)	Page 22, 23	<p>MM1: High Level Network Architecture (Timeline: T + 12)</p> <p>MM2: Selection of SI (Timelines T+26)</p>	<p>We believe the first milestone (High level architecture) is one of most important parts of the project since the network architecture design of all the three phases would be done in this phase. This phase would also involve interactions with different stakeholders (IIT Bhilai, CPWD, construction agency engaged by CPWD etc.) to develop detailed undstanding of the campus design and implementation plan. Hence, it would be appropriate to keep a timeline of 4 months for MM1 instead of 12 weeks (as stated in the RFP).</p> <p>We also believe that second milestone would take approx. 7-8 months to complete instead of 14 weeks as stated in the RFP .</p> <p>Break-up of indicative timelines for different activities required to be undertaken are:</p> <ol style="list-style-type: none"> 1. Preparation of BoQ and RFP including industrial consultation (necessary for designing a successful bid) - 2 months 2. Approval by IIT Bhiali - 1 month 3. Float RFP, conduct pre-bid and get responses - 3 months 4. Evaluation of bids received and award of contract - 1 month 5. Mobilization of team, Signing of agreement and commencement of work by SI - 0.5 to 1 month <p>We request IIT Bhilai to revise the timelines of the project as:</p> <ol style="list-style-type: none"> 1. MM 1 - T + 4 months 2. MM 2 - T + 12 months 3. MM 3 - T + 24 months 4. MM 4 - T + 25 months 5. MM 5 - T + 36 months 	Not Accepted.
74	Annexure 4 - Details of financial information	Page 44	1. The Gross Turnover (all Figure to be given in Lakhs Rs.) on Consultancy Works (relevant to this bid)	<p>We shall be able to submit the groos turnover figures for - a) Consulting works; b) PMC related work; c) Technology design and implementation projects. Would be difficult to get turnover for PMC for networking related engagements as these are very specific projects and firm might not be in position to furnish tuover information for these projects.</p> <p>Request to change the requirement to remove the requirement of providing turnover relevant to the bid and instead just ask for gross turnover on consultancy works/Technology design and</p>	Not Accepted.
75	Annexure 4 - Details of financial information	Page 44	2. Financial arrangements for carrying out the proposed work	What information is required to be provided in this section.	Please refer to Serial No. 48 above.

Clarifications

76	Annexure 6 - Details of similar works	Page 46	Only those works should be reported which are similar in nature of works and are completed during the last	We understand similar works would include both: 1. PMC work for network architecture design and/or implementation 2. PMC work for implementation of infrastructure projects Kindly validate our understanding.	Please refer to S. No. 7 above.
77	Annexure 7 - Performance report of works referred to in Annexure 6	Page 47	To be filled by an officer of the client not below the rank of the executive engineer. To be filled one sheet for each work. Seal/Stamp with Signature of Executive Engineer or Equivalent officer of the organization where the	Request you to kindly remove the requirement of getting the performance report filled up and signed by the client since it could be difficult to get signatures of concerned officials from Governments clients especially in a short span of time. Request you to kindly consider self attestation by the consulting firm along with refernces of the client.	Not Accepted.
78	9. Format of CV of key personnel proposed to be engaged in the project		Footnote - Attested copy of degree/Diploma certificate of each personal is to be provided by the bidder for evaluation	We understand self-attested copies of degree/diploma certificate would meet the requirements. Kindly validate our understanding.	Yes.
79	Timeline for submission			Request to extend the timeline for submission of proposal by 10 days	Please refer to Corrigendum 2.
80	Who Can Apply	Page 7	Those companies or societies or public sector units (PSUs), registered in India, who possess relevant eligibility as per eligibility criteria for providing PMCservices can apply as a sole bidder. No bids shall be acceptable in consortium of	Please allow companies registered under Limited Liability Partnership (LLP) to apply	Please refer to Corrigendum 2.