

Corrigendum

REPLY OF PRE-BID QUERIES

With reference to the notice inviting tender published on CPP portal (<https://eprocure.gov.in>) and the tender section of IIM Raipur website (<https://www.iimraipur.ac.in>) for "Project management consultancy (PMC) services for revamping of existing network infrastructure of IIM Raipur" vide Tender No. IIMR/Tender/2023/13, Date 04/12/2023, the "Reply of Pre-bid Queries" is made which is appended in "annexure-A".

Note: - This Pre-bid clarification will form part of the tender document. Rates shall be quoted after taking into consideration the above modifications.

11.01.15/12/2023
Chief Administrative Officer
A. S.

Reply of Pre-bid Queries

Tender reference no. IIMR/Tender/2023/13 dated 04.12.2023

"Project Management Consultancy (PMC) Services for Revamping of existing Network Infrastructure of IIM Raipur"

Sl.no.	Tender clause	Tender clause description	Clarification sought/ Amendment proposed	Response
1	Notice Inviting Tender	Period of Contract	Please clarify whether this is to be read as "One time contract" OR "One year contract"	Please Refer Part-I, Technical Bid, Section 3
2	Part-I, Technical Bid, Section 2 - Scope of Services, Task 3, sl.no. a	Developing project implementation plans in software for project monitoring, such as Microsoft Project, Primavera, Zoho Project, Jira, etc. The PMC/Sl must ensure the availability of the necessary software for this	Please note that developing Project Implementation Plan is the scope of the selected SI who will be implementing the project. Consultant of the project shall assist in reviewing the Project implementation plan submitted by the selected SI. Request you to amend the same. Please also include Microsoft excel as a project monitoring tool for tracking project status	No Change in Tender Clause
3	Part-I, Technical Bid, Section 2 - Scope of Services, Task 3, sl.no. d	Preparation of installation reports and submissions to IIM Raipur minimum twice a month.	Selected SI shall be responsible for Preparation of installation reports whereas being Consultant, we can submit the progress report twice a month as mentioned as well as monitor the installation reports. Request you to kindly do the changes in the scope of work accordingly.	May be read as: <i>Preparation of installation reports in coordination with SI and submissions to IIM Raipur minimum twice a month.</i>
4	Part-I, Technical Bid, Section 2 - Scope of Services, Task 4, sl.no. c	Submission of the commissioning reports.	Selected SI shall be responsible for preparation of commissioning report. Being Consultant, we shall submit the functionality acceptance test report or final acceptance test report after reviewing the test cases/ use cases, installation and commissioning reports submitted by SI and assessing the functionality of the implemented devices and softwares by the SI. Please make the changes in the scope of work accordingly.	The PMC will be the first point of contact for IIM Raipur during the project. The Job has to be executed in coordination with SI. This is the responsibility of Consultant to look after the each and every phase of the project and submit the final report to IIM Raipur, as required in different Tasks.
5	Part-I, Technical Bid, Section 2 - Scope of Services, Task 4, sl.no. d	Attestation of the as-built layout of the network and submission to IIM Raipur	We understand that the As-Built layout which will be prepared and submitted by the selected SI and the PMC will assist in reviewing the submitted document and provide observations if any. Please confirm and request to make the changes in the scope of PMC.	No Change in Tender Clause.
6	Part-I, Technical Bid, Section 2 - Scope of Services, Task 4, sl.no. f	Preparation of the regular SoP for maintenance and management and training the IIM Raipur Team on the same	We understand that the PMC will only assist in reviewing the prepared SoP by the SI who is required to develop, install and commission the project. PMC will only assist in the training that will be conducted by the SI for IIM Raipur team on maintenance and management of network. Please confirm.	
7	Part-I, Technical Bid, Section 2 - Scope of Services, Task 5, sl.no. c-iv	Ensure the SI agency efficiently carries out the requisite work during the defect liability period.	We understand that PMC can only perform necessary coordination and follow up with the SI for timely and efficiently carrying out the requisite work during the project and within the defect liability period. PMC will not be in a position to provide any assurance for a work to be carried out by third party; PMC can only followup on a regular basis and provide a regular update of the project progress to the client. Please confirm if our understanding is correct.	






8	Part-I, Technical Bid, Section 3 - Major Milestones, MM1, MM2, MM3 & MM4 milestones	a. RFP Document, Bill of Materials, and other related documents b. System Integrator Selection c. Development of Implementation plan, Installation d. Commissioning and Clouser Report, Taking over the Network	Overall timelines for the milestones provided is too short considering the following but not limited to: a. RFP publishing as per Government of India norms will be as per open tender process which requires atleast 3 weeks of time for the bidders; also there will be pre-bid meetings and corrigendum/clarifications to be published based on the queries received. After publishing the corrigendum, the bidders will need sufficient time for preparation and submission of their bids based on the corrigendum/ pre-bid response published by the client. The man-days count not provided in the RFP. b. As the project envisages revamping/ upgradation of the campus network, there will be procurement of necessary IT infrastructure. The supply chain timelines for the items being procured. It is seen in the recent past across multiple projects that the OEMs are taking considerable amount of time for the delivery of IT infrastructure like network, storage, servers, etc. Furthermore, they're non-committal on any tentative timelines too. Also, there would be different timelines for different items and implementation will be dependent on associated items thus impacting the overall project timelines of the SI ultimately impacting the timelines of the PMC. c. Approval of documents from IIM Raipur Hence, request you to kindly consider the practical scenarios and mention the timelines for all the milestones.	As per the tender document Milestone timeliness is for MM1, MM3, MM4, MM5.
9	Part-I, Technical Bid, Section 3 - Major Milestones	In order to achieve the milestones within the defined timelines, the resources deployed by the PMC will need to visit IIM Raipur as and when required by the Institute to interact with the stakeholder at IIM Raipur or agency authorized by IIM Raipur	The complete PMC engagement is deliverable based. It is understood that no permanent team deployment is required for the project tenure and interactions with the SI/ IIM Raipur can be managed remotely and physical visit to IIM Raipur will be needed on need basis only. Please confirm	No Change in Tender Clause
10	Part-I, Technical Bid, Section 3 - Major Milestones	Subsequently during installation, commissioning, testing and handing over phase, a core team must be at site while frequent and prolonged visits might be necessary from other members	Core team is not defined in the tender document. Please define the list envisaged as Core team	Core Team information will be provided by the consultant in the bid document. Core Team will be the main executing team for the project.






11	Part-I, Pre-eligibility criteria, point b	The bidder's performance for each assignment completed before the bid submission should be certified by an officer, not below the rank of Executive Engineer / Project Manager or equivalent. The bidder must enclose a copy of the completion certificate for the works carried out wherever possible OR a copy of the work order and contract with scope of work mentioned should be enclosed "	The clause may be revised as follows: "The bidder's performance for each assignment completed before the bid submission should be certified by an officer, not below the rank of Executive Engineer / Project Manager or equivalent. The bidder must enclose a copy of the completion certificate for the works carried out wherever possible OR a copy of the work order and contract with scope of work mentioned should be enclosed "	No Change in Tender Clause
12	Part-I, Pre-eligibility criteria, point i	The agency must have a minimum average annual turnover of Rs.2 Crores (Rupees Two Crores Only) during the last three years ending March'2023.	Since the tender is service oriented tender and evaluation is based on quality of service and experience of the bidders, please revise the turnover criteria as follows to attract qualified, reputed and experienced Consulting Firms: "The agency must have a minimum average annual turnover of Rs.50 Crores (Rupees Fifty Crores Only) during the last three years ending March'2023."	No Change in Tender Clause
13	PART II: Technical Evaluation Criteria and Procedures, Evaluation criteria, sl. No. 2	Evaluation of Key Personal	The project requires considerable amount of requirement gathering, data collation and monitoring. For such activities, PwC utilizes qualified and experienced resources who are on the payroll of it's resource augmentation partners. We understand that this resource composition/ mix deployment for this engagement is acceptable.	No Change in Tender Clause
14	PART II: Technical Evaluation Criteria and Procedures, Evaluation criteria, sl. No. 3, Marks for the location of key personals (top 3) on a personal	2. If a person is based out of class 'X' cities (1 Mark)	Please define the 'X' cities	Please refer Government of India guidelines
15	PART II: Technical Evaluation Criteria and Procedures, Validity of the Services	This assignment will hold till the end of the defect liability period (i.e., T + 180 days). If the SI onboarding or installation/commissioning is delayed for any reason, the assignment shall continue till the conclusion of the defect liability period	This is a unilateral clause. PMC's deliverables and payment are linked to the corresponding milestone completion by the SI. Hence, either the PMC should be given an option to accept the extension where the commissioning of the project/ Go-live/ implementation is delayed due to reasons solely attributable to the SI OR Any tenure beyond the original timelines of PMC, the deployment of resources will be done on mutually accepted terms and conditions and payment terms will be on Time and material basis.	Please refer tender document





16	PART II: Technical Evaluation Criteria and Procedures, Schedule of Payments	Schedule of Payments Milestones & Payment Percentages MM1 - High-Level Network Architecture - 30% MM2 - Selection of SI - 10% MM3 - Overseeing the implementation by the SI - 30% MM4 - Commissioning, Testing, and Handling Over - 20% MM5 - Monitoring defect liability period of SI - 10%	Considering that the PMC's milestones will have various dependencies on approvals and corresponding milestones of the SI, the payment milestone is proposed to be revised as follows: Schedule of Payments Milestones Payment Percentages MM1 - High-Level Network Architecture - 30% MM2 - Selection of SI - 30% MM3 - Overseeing the implementation by the SI - 20% MM4 - Commissioning, Testing, and Handling Over - 10% MM5 - Monitoring defect liability period of SI - 10%	No Change in Tender Clause
17	PART II: Technical Evaluation Criteria and Procedures, Penalty	Delay in achieving major milestones by the PMC shall attract a recovery of weekly compensation at the rate of 0.5% of the amount payable for the milestone, subject to a cumulative maximum of 10% of the total contract value. If any delay of the Consultant was due to a delay in the issue of approvals by IIM Raipur, it would be taken into account while deciding on the levy of compensation.	We understand that time taken towards responding to prospective bidder queries, multiple extensions thereafter for bid submission, non-submission of bids by the bidders or any delays from the SI during supply, installation/ implementation, commissioning will be impacting the overall project timelines and will also be taken into account and will not be attributable to the PMC. Please confirm.	No Change in Tender Clause Please refer tender document
18	General Terms and Conditions, Sl. No. 18	The details of the persons deployed by the contractor with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Raipur for record.	We understand that self attestation of the Identity proof will be acceptable. Please confirm.	Authorized signatory of PMC Agency will attest the document
19	General Terms and Conditions, Sl. No. 26, Terms & Conditions of Termination, point II	If a Service Provider desires to exit the contract under normal circumstances, 90 days' notice in writing in advance should be submitted by the contractor.	Please revised this clause as follows to enable PMC to exit the contract with a 30 days advance notice under normal circumstances or in case of tender terms and conditions are not met by IIM Raipur	No Change in Tender Clause
20	General Terms and Conditions, Sl. No. 27	Safety code responsibilities of the service provider in respect of safety of men, equipment, material and environment	Please delete this clause as this is not a Civil or Construction tender	No Change in Tender Clause






21	General		We understand that delays in approval from IIM Raipur or implementation delays by SI will not be attributable to the PMC. PMC can only highlight and coordinate for resolution of the delays/ challenges. But the SI will be responsible for addressing the same. Please confirm.	No Change in Tender Clause
22	General	No acceptance criteria	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: 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.	Please refer tender document
23	General	Confidentiality Obligation	It 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: 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 be disclosed under the (Indian) Right to Information Act.	Question is not specific about the kind of information to be shared. However IIM Raipur follows the guidelines of Government of India / GFR. We advise the bidder should abide respective GFR clauses.






24	General	Confidentiality Obligation - Parties to whom information can be disclosed is not documented	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: 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 regulatory and compliance (both internal and external) purposes.	Question is not specific about the kind of information to be shared. However IIM Raipur follows the guidelines of Government of India / GFR. We advise the bidder should abide respective GFR clauses.
25	General	No right to disclose client name or project for citation / reference purposes	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.	IIM Raipur follow the guidelines of Government of India / GFR. We advise the bidder should abide respective GFR clauses.
26	General	No third party disclaimer	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 correct.	IIM Raipur follow the guidelines of Government of India / GFR. We advise the bidder should abide respective GFR clauses.
27	General	There might be some business exigencies and delays due to any pandemic situations	If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physically present at any specific office/location due to such pandemic situations, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist.	As per tender document
28	General	Receipt of Proposal date	As there would be year end breaks and holidays, please extend the last date of bid submission or Receipt of Proposal date to 03 weeks from the date of publishing of corrigendum/ pre-bid response for submitting a competitive bid.	No Change in Tender Clause
29	General	No limitation of liability clause	Please put a limitation of liability clause in the RFP and the liability in any case shall not exceed the total contract value	IIM Raipur follow the guidelines of Government of India / GFR. We advise the bidder should abide respective GFR clauses.
30	General		Existing setup of network layout or diagram for reference. Current BoM of existing setup Need to use old BoM or we need propose the new BoM only	The provision for site visit is available in Tender Document
31	General		Can you please give more clarity about the "An overall write-up (as a Concept Note) sets out the Design Philosophy to be adopted for the work for IIM Raipur."	The details are available in different section of the Tender Document
32	General		This is with reference to the above subject mentioned tender, we wish to apply for the same and found ourselves eligible for the project, Estimate cost mentioned in the Schedule is Rs 53 Lakhs, Now you are requested to kindly clarify that the Estimate cost mentioned in Tender Documents is the consultancy fees or Total project cost	Estimated cost of PMC is available in the Tender Document