

SELECTION OF PROJECT MANAGEMENT AGENCY (PMA) for Implementation of BharatNet Phase-II in Andhra Pradesh

Corrigendum/Clarifications - 1

Sl.	Section No.	Page No.	Content of the RFP requiring clarification	Clarification Sought	APSFL response
1	Clause 1.1. Key Dates and Events	9	16. Last date and time for submission of proposal: 06/01/2022 at 3:00 PM	Considering the amount of time required to compile the bid and the holiday season, we request you to kindly provide extension of a minimum 3 weeks from the date of release of response to pre-bid queries.	Clause Changed to "Last date and time for submission of proposal: 10/01/2022 at 3:00 PM"
2	Clause 1.1. Key Dates and Events	10	21. Performance Bank Guarantee (PBG): 10% of the Total Contract Value (TCV)	Considering the project value, we request you to kindly reduce the amount of bid processing fee and amend this clause as: Performance Bank Guarantee (PBG): 5% of the Total Contract Value (TCV)	No change
3	Clause 4.3.1. Special Conditions	32	9. Deployment of Team: Within (10) working days form the date of signing of the contract	Since the employees will be deployed on site based on the project requirements and it take time for relocating the employees. So, we request you to kindly relax this clause as Deployment of Team: Within (30) working days form the date of signing of the contract	No change, Further relaxation may be given on case by case basis at the discretion of APSFL
4	Clause 4.4. Minimum qualification Requirements	33	Technology Consultant – 1: 8-12 years of experience in planning / designing / implementation of DC / DR in Enterprise Network / Telecom/ISP domain	Considering the scope of the Project, a person with a fair experience of 8-12 years for this Key position will result in getting higher bid value than necessary. However, a person with minimum experience of 5-7 years will suffice the requirements. Therefore, we request you to kindly reduce the years of experience and modify the experience requirement as below: Technology Consultant–1: 5-7 years of experience in planning / designing / implementation of DC / DR in Enterprise Network / Telecom/ISP domain	No change
5	1.1 Key Dates & Events	9	Last date and time for submission of Proposal (Proposal Due Date): 06.01.2022 at 3 PM	We request you to kindly consider an extension of the last date of submission to 15.01.2022 as currently we have an year end shutdown till 03.01.2022 and all our support team are not available owing to the above and festive seasons ahead.	Clause Changed to "Last date and time for submission of proposal: 10/01/2022 at 3:00 PM"
6	2.24. Termination of Contract	21	Additional Clause	We would request you to add the following Clause to the Section 2.24. Termination of Contract e) Successful Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Bidder reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations	No change

7	2.24. Termination of Contract, Para b)	21	<p>b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.</p>	<p>We would request you to modify the clause as below:</p> <p>b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.</p>	No Change
8	2.28. Limitation of Liability	22	<p>The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of the Bidder</p>	<p>We would request you to modify the Clause as below:</p> <p>The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, any indemnity obligation, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of the Bidder</p> <p>The Client (and any others for whom Services are provided) shall not recover from Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated</p> <p>Bidder shall Indemnify Client and its officers against all direct losses, indirect claims of third parties and negligence arising due to the conduct of Bidder personnel, damages, and liabilities arising out of Bidder's fraud, willful misconduct, breach of confidentiality, breach of client's or third-party intellectual property rights.</p> <p>To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Bidder, the other Bidder Firms and the Bidder Persons against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through Client at Client request.</p>	No change

9	2.31 Liquidated Damages (LD)	24	<p>a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.</p> <p>b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below:</p> <p>i. Extension of time may be permitted to complete the work.</p> <p>ii. Additional resources will be requested for speeding up the work.</p> <p>iii. Liquidated Damages will be levied.</p> <p>iv. Contract with the Successful Bidder may be terminated as per the Termination clause.</p> <p>v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.</p>	<p>We would request you to modify the clause as below:</p> <p>a) Liquidated Damage will be levied at 0.5% for every instance of default subject to a maximum of 5% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.</p> <p>b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below:</p> <p>i. Extension of time may be permitted to complete the work.</p> <p>ii. Additional resources will be requested for speeding up the work.</p> <p>iii. Liquidated Damages will be levied.</p> <p>iv. Contract with the Successful Bidder may be terminated as per the Termination clause.</p> <p>v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.</p>	No Change
10	3B Prequalification Criteria	38	<p>B. The bidder should have experience in at least two (2) projects involving Design / Project management consultancy of Implementation or maintenance of Enterprise/ State-wide/ Country wide Optical Fiber Network for State / Central Government with a value of more than INR 75 Lacs each in India in the last five (5) financial years as on bid submission date. Each of these projects must have achieved milestone value of more than INR 30 Lacs</p>	<p>We request you to kindly consider modifying the clause as this is restrictive and binding in nature for few firms with prior experience.</p> <p>B. The bidder should have experience in at least two (2) projects involving Solution Design / Project Management consultancy/ Project Support Consultancy of Implementation or maintenance of Enterprise/ State-wide/ Country wide Optical Fiber Network for State / Central Government/ Enterprise Network review at Multiple locations with a value of more than INR 50 Lacs each in India in the last five (5) financial years as on bid submission date. Each of these projects must have achieved milestone value of more than INR 30 Lacs</p>	No Change
11	5 Prequalification Criteria	38	<p>Bidder should have atleast 200 full time employees on payroll of the Bidder, working in the e-Governance business unit providing “ICT Consultancy / Telecom Advisory” services as on bid submission date</p>	<p>We would request you to modify the clause as below:</p> <p>Bidder should have atleast 150 full time employees on payroll of the Bidder, working in the IT Audit/ Project Management Support/ e-Governance business unit providing “ICT Consultancy/ Telecom Advisory” services as on bid submission date</p>	<p>Clause modified as</p> <p>"Bidder should have atleast 150 full time employees on payroll of the Bidder, working for the “ICT Consultancy / Telecom Advisory” services as on bid submission date"</p>

12			Additional Clause: Non-solicitation	<p>During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for those Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools</p>	No Change.
13			Additional Clause: Force Majeure	<p>Force Majeure to facilitate remote working.</p> <p>i. To the extent that the provision of the Services is impacted by a pandemic (including COVID19) 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.</p> <p>ii. Where the Bidder Personnel are required to be present at Client's premises, the Bidder will use reasonable efforts to provide the Services on-site at Client side, 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</p> <p>a. any government or similar entity implements restrictions that may interfere with provision of onsite Services;</p> <p>b. either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or</p> <p>c. an bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	No change. Operational relaxations shall be considered based on the merit of the request and at the discretion of APSFL.
14	Section 1, Clause 1.1.16	9	Last date and time for submission of Proposal (Proposal Due Date): 06/01/2022 at 3:00 PM	<p>It is requested to please extend the last date of submission of proposal by atleast 2 weeks, i.e. 20th January 2022. Hence, it is requested to please amend this clause as mentioned below:</p> <p>"Last date and time for submission of Proposal (Proposal Due Date): 20/01/2022 at 3:00 PM"</p>	Clause Changed to "Last date and time for submission of proposal: 10/01/2022 at 3:00 PM"

15	Section 1, Clause 1.1.20	8	Bid Security / EMD (Refundable): Original BG must be submitted in APSFL office at Vijayawada before proposal due date.	As per this clause, original BG must be submitted in APSFL office at Vijayawada before proposal due date. Considering the restrictions being imposed due to pandemic, it is requested to please amend this clause as mentioned below: “Scan copy of the BG must be submitted with the bid and original BG must be submitted in the next one (1) week.”	No change
16	Section 4, Clause 4.2.1.23	30	Ensure that the technology standards, guidelines & framework provided by DoT/BBNL are adhered to implementation.	It is understood that the PIA will adhere to the standards, guidelines and framework provided, and the PMA will be required to review the adherence and notify APSFL in case of any mismatch noted by field resources (District Coordinators) and TPA. Please elaborate in case our understanding is otherwise.	No change, Clause is clear
17	Section 4, Clause 4.2.1.37	30	PMA shall conduct surveys and submit necessary reports, as required by APSFL, through its District Coordinators	As per the RFP released by APSFL in section 3.1 and 3.2, the survey is responsibility of the PIAs and they need to submit the requisite documents pertaining the same. Please elaborate in case our understanding is otherwise.	In cases of exceptional situations when APSFL requires a survey to be performed for specific objectives, in the interest of the project, PMA through its team shall perform the same (in coordination with the stakeholders or without) and submit respective reports to APSFL.
18	Section 4, Clause 4.2.1.40	31	Preparation and certification of end-to-end bid process management, including submission of Bid evaluation reports as per the prevailing conditions of the contract	The bid process management is approved and signed- off by the Tender Evaluation Committee appointed by APSFL. The PMA shall assist the Tender Evaluation Committee in this process. Please elaborate in case our understanding is otherwise.	The PMA shall also be required to submit a preliminary report of bid evaluation vis-a-vis the RFP documents for the perusal and necessary action of the Tender approving authority
19	Section 4, Clause 4.2.1.5 4.2.2	-	Various clauses of the RFP	PMA shall only validate and reconcile the work done by the PIA, based on the AT conducted by the Third Party Auditor (TPA). Please elaborate in case our understanding is otherwise.	No change, Clause is clear.
20	Section 4, Clause 4.3.1.3 4.3.1.5		Varoius clauses of the RFP	We understand that Travel, Boarding and Lodging arrangement will be provided by APSFL, as per the entitlement of the officer level of APSFL. In case, the same is not arranged, APSFL shall be liable to reimburse the expenses incurred at actuals. These shall not be a part of the commercial bid. Please elaborate in case our understanding is otherwise.	No change. Please refer to 4.3.1 of the RFP.
21	Section 4, Clause 4.4.5	32	B.E. / B. Tech./MCA/ M.E./ M.Tech with MBA / equivalent or higher degree from a recognized university	It is requested to amend the clause as mentioned below: “B.E. / B. Tech./MCA/ M.E./ M.Tech/ MBA from a recognized university”	Accepted
22	Section 5, Clause 5.1.1	34	Consultant team shall be deployed on T&M basis and Bidder shall raise quarterly invoice on pro-rata basis of the total contract value considering the number of full time resources deployed during the reporting period.	Considering the magnitude of the resources to be deployed for the project, it is requested to amend the clause as mentioned below: “Consultant team shall be deployed on T&M basis and Bidder shall raise monthly invoice on pro-rata basis of the total contract value considering the number of full time resources deployed during the reporting period.”	No change
23	Section 5, Clause 5.1.6	34	APSFL shall release the quarterly payment within thirty (30) days of receiving the invoice	Considering the magnitude of the resources to be deployed for the project, it is requested to amend the clause as mentioned below: “APSFL shall release the monthly payment within thirty (30) days of receiving the invoice”	Clause is removed and no longer be part of the RFP

24	Section 5, Clause 5.2.1	34	Delay in deliverables as per time-line, schedule and required quality.	<p>What are the tangibles to ensure "required quality"? Please elaborate on this. Further, we understand that the quality of the deliverable shall be as per mutually discussed and agreed content.</p> <p>Further, we understand that the quality of the deliverable shall be as per mutually discussed and agreed content.</p>	No change, clause is clear
25	Section 6, Clause 6.1.5	38	Bidder should have atleast 200 full time employees on payroll of the Bidder, working in the e-Governance business unit providing "ICT Consultancy / Telecom Advisory" services as on bid submission date	<p>It is requested to amend the clause as mentioned below: "Bidder should have atleast 200 full time employees on payroll of the Bidder, working for the "ICT Consultancy / Telecom Advisory" services as on bid submission date"</p>	<p>Clause modified as</p> <p>"Bidder should have atleast 150 full time employees on payroll of the Bidder, working for the "ICT Consultancy / Telecom Advisory" services as on bid submission date"</p>
26	Section 6, Clause 6.2	40	Personnel Profile and Experience	Please share the format of the CVs in which the CVs of PMA team shall be submitted as a part of the bid response.	No specific format. However, the CV should not be more than 2 pages and emphasise on Experience, Education and relevant certifications
27	Section 6, Clause 6.2.1.3	41	Price Bid shall be opened only for those bidders who qualify with minimum 60 marks in Technical bid evaluation.	<p>In order to only allow the bidders with relevant technical experience, a threshold should be defined bidders to be eligible for Commercial Bid Evaluation. Hence, it is requested to amend the clause as mentioned below: "Price Bid shall be opened only for those bidders who qualify with minimum 75 marks in Technical bid evaluation."</p>	No change
28	Section 6, Clause 6.2.1.4	41	In case none of the Bidders obtain the minimum score of 60, then the Authority, at its sole discretion, reserves the right to reduce the minimum qualification mark to 50 as per the case in the interest of this RFP. The technical committee's decision in this regard shall be final and binding on the bidder.	<p>It is requested to amend the clause as mentioned below: "In case none of the Bidders obtain the minimum score of 75, then the Authority, at its sole discretion, reserves the right to reduce the minimum qualification mark to 60 as per the case in the interest of this RFP. The technical committee's decision in this regard shall be final and binding on the bidder."</p>	No change
29	Section 6, Clause 6.3.2	43	Bidders quoting unrealistic cost shall be rejected straightaway by APSFL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.	<p>In order to ensure that APSFL gets the most technically qualified at the best price, it is requested to amend the clause as mentioned below: "Bidders quoting less than 30% of the average financial quote of the technically qualified bidders shall be rejected straightaway by APSFL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation."</p>	No change
30	Section 6, Clause 6.4	41	Reverse Auction	In case of a QCBS based selection, the reverse auction is not applicable as this would tantamount to manipulating the overall composite score of the bidder and will defeat the objective of selecting technically best bidder at the reasonable price.	No change. Technical scores shall not be revealed to the bidders throughout the bidding process.
31	Section 6, Clause 6.4	41	Reverse Auction	<p>We understand that in case of a single response to this RFP or opening of the single commercial bid, as per the RFP condition, Reverse auction may not be applicable and APSFL will award the contract to the successful bidder as per the commercial bid submitted by the same bidder and the RFP will not be cancelled. Please elaborate in case our understanding is otherwise.</p>	No comments. Due procedures shall be followed in all circumstances