

Reply to Pre-Bid Queries for “Request for Qualification (RFQ) cum (RFP) Proposal from interested bidders for Selection of ICT Consultant for IIT Project at Greater Noida, UP.

Bidder	SI No	Page No. in Bid Doc.	Reference Clause No.	Content of the RFP requiring clarification / Original Clause in Document	Clarification/ Suggestions/ Amendment Sought	Reply
IBI	1	3	Instruction to Bidder for e-Tendering	(iv) To participate in Bidding, applicants have to pay through online mode a bid processing fee of Rs. 15,000 (Rupees Fifteen Thousand only Exclusive of Goods & Service Tax @ 18%) towards processing fee for BID (non- refundable) and BID Security is also to be furnished by the Bidder for the amount of Rs. 5,00,000 (Rupees Five Lacs only). Bid Processing fee and Bid Security to be paid by the bidder through RTGS to IITGN (Bank- Bank of Baroda, Sector- Gamma – II, Greater Noida branch, IFSC- BARBOGAMNOI, Account No. - 98250200000388).	Please confirm if the Bid Security has to be paid through RTGS or Bank Guarantee/ Demand Draft/ Banker’s Cheque/Fixed Deposit/Authorized Instrument. It is highly recommended that it should be paid through Bank Guarantee/ Demand Draft / Banker’s Cheque / Fixed Deposit / Authorized Instrument	Refer corrigendum 1 Sl. No. 2
IBI	2	25	Section 2.9.4,	(F) The bidder should have submitted the Tender document fee (non-refundable) and the Bid Security as mentioned in the RFP. Supporting Documents to be attached: • Tender Document Fee: Demand Draft or Proof of Payment • Bid Security: Bank Guarantee/ Demand Draft / Banker’s Cheque / Fixed Deposit / Authorized Instrument	Do.	Refer corrigendum 1 Sl. No. 4
IBI	3	10	Section 2.1.2	The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the Engineering, detailed design and provide technical assistance in preparing tender documents for procurement of construction contract in accordance with the Terms of Reference of this RFQ cum RFP (the “TOR”).	We request you to allow that the credentials of Parent Company, of which the bidder(s) is a wholly owned subsidiary for Technical and Financial evaluation of the bid proposal can be used. Sufficient proofs for the same can be provided as part of the bid submission.	The experience of the parent company shall only be considered if a Joint Venture (JV) / Consortium is formed with them.
IBI	4	18	Section 2.7.3	(x) The applicant should form a Joint Venture/ Consortium in case he wants to submit the proposal using the experience/ strength of his associate partner.	Do.	Revenue criteria to be satisfied by Lead member Page 52. Point 4
IBI	5	24	Section 2.9.4	B) The Bidder should have an annual turnover of at least INR 18 Crore (Rupees Eighteen Crore) from IT Consultancy/IT Advisory services in India for each of the last three financial years. (i.e. 2017-18, 2016-17 & 2015- 16)	Based on the other similar RFPs issued by DMICDC and it’s SPVs, it has been observed that the ‘average annual turnover’ instead of individual turnover for last three financial year has been asked. Therefore, we request you to kindly amend the Clause to: The Bidder should have an average turnover of at least INR 18 Crore (Rupees Eighteen Crore) from IT Consultancy/IT Advisory services in India for the last three financial years. (i.e. 2017-18, 2016-17 & 2015- 16)	Refer corrigendum 1 Sl. No. 3
IBI	6	24	Section 2.9.4	consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report / deliverables.	Please clarify that this clause applies to “Bidder” or “Applicant” in case of bidding entity.	Bidder and Applicant means the same.

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IBI	7	150	Section 6.7.1	Consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report / deliverables.	Please consider revising the payment percentage as per below:	Refer corrigendum 1 Sl. No. 1
IBI				Milestone Completion - Deliverables - Payment (in percentage of total fee)		
IBI				Design Phase	Design Phase	
IBI				D+30 days - Inception Report and Implementation - 5%	5%	
IBI				D+45 days - ICT Master Plan - 10%	15%	
IBI				D+2 months - Base lining report, RF foot printing, sensors and actuators details, and civil and other engineering inputs - 5%	5%	
IBI				D+3 months - Implementation plan, design of networks and city infrastructure integration - 5%	5%	
IBI				D+4 months - Command and control center, data center, DRDC, scoping of all - 8%applications	8%	
IBI				D+4.5 months - Dash Boards, ICT for building - 3%	5%	
IBI				D+5 months - Floating of RFQ cum RFP for selection of System Integrator - 2%	2%	
IBI				D+6 months - Award of contract - 5%	5%	
CFTL	8	24	2.9.4 (E) - Minimum Qualification Criteria	Applicant should have been ICT Consultant / Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	We shall be grateful if the qualifying criteria of Rs 20 Crores for two projects be relaxed to Rs 20 lakhs per project..	The clause will remain same as per the RFQ cum RFP document.
E & Y	9	25	Section 2.9.4 - Minimum Qualification Criteria	F. Bid Security: Bank Guarantee / Demand Draft / Banker's Cheque / Fixed Deposit / Authorized Instrument	With referecne to Page No 02 of RFP - Notice Inviting Request for Proposal , wherein it is mentioned that " bid security of Rs. 5,00,000 (Rupees Five Lacs only) will be paid by the bidders through RTGS to DMIC IITGNL" Please clarify whether RTGS is required or Demand draft / Banker's Cheque / Fixed Deposit / Authorized Instrument and If it is any authorized instrumctment then please clarify following Points: 1) In Favour of 2) Payable At	Refer corrigendum 1 Sl. No. 4
E & Y	10	3	1-Accessing/Purchasing of BID documents	(i). DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid	Please clarify what are Appendix II or Appendix III	Refer corrigendum 7
E & Y	11	33	2.17 - Data sheet	Expected date for commencement of assignment is January 2019.	Please clarify, RFP says that the commencement of assignment is Jan 2019, but the tentative bid opening date is 30th Jan 2019.	Refer corrigendum 5
E & Y	12	35	2.18 -Required experience and expertise of Key personnel / staff	Expected date for commencement of assignment is January 2019.	Please clarify, RFP says that the commencement of assignment is Jan 2019, but the tentative bid opening date is 30th Jan 2019.	Refer corrigendum 1 Sl. No. 5

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E & Y	13	36	2.18 - Evaluation criteria for Key personnel/ staff	C2. Years of Association	Please clarify, what is the minimum limit no of years required to get full marks	Refer Corrigendum 1 Sl. No 16
E & Y	14	58	Form 3J - Description of Approach, Methodology and Work Plan for Performing the Assignment	Project Management Approach: In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation	Please limit the no. of words for Project Mangement Approach, To describe Project Mangement framework , pictorial presentation are required for better understanding of Project Mangement framework	The clause will remain same as per the RFQ cum RFP document.
E & Y	15	58	Form 3J - Description of Approach, Methodology and Work Plan for Performing the Assignment	Technical Approach and Methodology: In this chapter the consultant should explain the understanding of the objectives of the assignment including project appreciation, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered	Please limit the no. of words for technical Approach and Methodology, To describe technical A&M , pictorial presentation and illustrative trackers are required for better understanding of A&M	The clause will remain same as per the RFQ cum RFP document.
E & Y	16	24	2.9.4 (B) - Minimum Qualification Criteria	The Bidder should have an annual turnover of at least INR 18 Crore (Rupees Eighteen Crore) from IT Consultancy/IT Advisory services in India for each of the last three financial years. (i.e. 2017-18, 2016-17 & 2015-16)	Looking at the quantum and quality of assignment, turn over of 18 Crore seems to be on the lower side, we propose this may be revised to INR 50 Crore in last three Financial years	The clause will remain same as per the RFQ cum RFP document.

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E & Y	17	24	2.9.4 (E) - Minimum Qualification Criteria	Applicant should have been ICT Consultant / Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	Please clarify if the value of INR 20 Crore required is for the consulting value or total project Outlay. Also, in case it is total project outlay then request you to consider the submission of a self declaration since it would not be possible to obtain and submit a certificate from the client.	The clause will remain same as per the RFQ cum RFP document.
E & Y	18	62	Form 3M - Staffing schedule (template)	Total engagement is expected to be 4.5 years long including 1 years of parallel operate period with SI.	Please clarify, during the period of enagement i.e min 4.5 years, are all resources required at onsite for that period?	Refer corrigendum 1 Sl. No. 6.
E & Y	19	151	6.4.8 - Risks and coverage	Implementation and Operations Phase:	Please clarify Is there any milestone completion in (days) for Implementation and operation phase. Because there might be chances of delay in deliverables due to some third party dependency which is independent to the consultant's work. That may results delay in payments of consultants because of third party dependencies.	Total 35 months of Implementation and operation phase. The clause will remain same as per the RFQ cum RFP document.
E & Y	20	No 151	6.4.8 - Risks and coverage	Implementation and Operations Phase:	Please clarify , consultant needs to check only project's SLAs during O&M phase i.e 1 year for consultants or any other deliverables needs to be done at this time period.	The broad scope services during the O&M have been given in sl. No. 9 to 16 of Point 6.7.1. under Section 6 Standard form of contract. Page no 151. However, the ICT consultant may oversee the entire project but not limited to the services mentioned above and perform the role of supervision as employer's engineer to ensure successful implementation of the ICT works in accordance with the design prepared by the ICT consultant and approved by competent authority.
E & Y	21	118, 151	6.7.1 - Schedule of payments	Implemenation and Operations Phase	Please provide the timelines for this phase	Total 35 months of Implementation and operation phase. The clause will remain same as per the RFQ cum RFP document.

E & Y	22		Additional Clause	Limitation of Liability	The Client (and any others for whom Services are provided) shall not recover from EY, 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. 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	NOT ACCEPTED
E & Y	23		Additional Clause	Intellectual Property Right	EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY 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 this Agreement.	NOT ACCEPTED
E & Y	24		Additional Clause	Additional Clause	The Client is responsible for all management decisions relating to the services, the use or implementation of the output of the services and for determining whether the services are appropriate for your purposes. The Client shall provide (or cause others to provide) to us, promptly, the information, resources, and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services. To the best of your knowledge, all information provided by you or your behalf (Client information) will be accurate and complete in all material respects. The provisions of client information to us will not infringe any copyright or third party rights.	NOT ACCEPTED
PWC	25	15	2.6.1	The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.	Consortium is not a requirement as such services are being provided by various firms and there is ample competition in same. Provision of consortium shall allow small firms with less experience and result ownership concerns as well as delays.	The clause will remain same as per the RFQ cum RFP document.
PWC	26	18	2.7.3	2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following: i. All key personnel to be full time employees of the firm;	Resources who are on contractual assignment may also be considered. Or the resources may not be on full time role at the time of submitting the bid, but may be considered for full time assignment upon successful award of the contract.	The clause will remain same as per the RFQ cum RFP document.
PWC	27	24	2.9.4.B	The Bidder should have an annual turnover of at least INR 18 Crore (Rupees Eighteen Crore) from IT Consultancy/IT Advisory services in India for each of the last three financial years. (i.e. 2017-18, 2016-17 & 2015-16)	The Bidder should have an annual turnover of at least INR 18 100 Crore (Rupees Eighteen Hundred Crore) from IT Consultancy/IT Advisory services in India for each of the last three Five financial years. (i.e. 2017-18, 2016-17, 2015-16, 2014-15 & 2013-14)	The clause will remain same as per the RFQ cum RFP document.

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PWC	28	24	2.9.4.E	Applicant should have been ICT Consultant /Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	The clause may be changed as- "Applicant should have been ICT Consultant as Consulting partner for project values no less than INR 12 Crore (Consulting assignment value) for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract."	The clause will remain same as per the RFQ cum RFP document.
PWC	29	28	2.10.3	The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health.	The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health of self or immediate family members and also in case of the resource leaving the organization.	The clause will remain same as per the RFQ cum RFP document.
PWC	30	18	Point vii.	Each CV needs to have been recently signed by the key personnel and / or countersigned by the authorized official of the Firm.	Change the clause to: Each CV needs to have been signed by the authorized official of the firm	The clause will remain same as per the RFQ cum RFP document.
PWC	31	24	2.9.4 C	The Bidder should have at least 50 (Fifty) qualified consultants (for IT Consulting Projects, e-Governance, ICT Programme / Project Management, Smart City Projects, etc.) as on date of submission of the bid.	Qualified consultants should have been revised to 200	The clause will remain same as per the RFQ cum RFP document.
PWC	32	25	2.9.5 A		The criteria doesn't state the types and number of citations required to be submitted. Please clarify.	The firm should have executed similar complex project(s) of sizable nature including all technical specifications as required for carrying out the work.
PWC	33	25	2.9.5 A (iii)	Describe in details applicant's contribution to past projects referred in prequalification criteria C) a to C) f. The details to cover requirements, inception, methodology, technology deployed, constraints, and sustainability model deployed, and benefit achieved etc. as minimum.	The reference to "prequalification criteria C) a to C) f" is not correct and may be revised	Refer corrigendum 1 Sl. No. 8.
PWC	34	33	2.18 1	1. Chief Specialist and Project Lead - Should be Graduate preferably with B.E. / B. Tech. in Computer Science /IT/ Electronics / Electronics & Telecommunications / Electrical or Master of Computer Applications (MCA) or equivalent having minimum and exclusive ICT experience of 10 years and should have headed / lead complete end to end life cycle implementation of at least two major (covering the most of the technology areas mentioned in pre-qualification criteria) in at least 3 relevant ICT projects satisfactorily	This may be changed to: Chief Specialist and Project Lead Should be Graduate preferably with B.E. / B. Tech. or Master of Computer Applications (MCA) or MCA or MBA or Masters or Post Graduate diploma or equivalent having minimum and exclusive ICT experience of 10 years and should have provided consulting for complete end to end life cycle implementation of at least <u>one</u> major (covering the most of the technology areas mentioned in pre-qualification criteria) in at least <u>1</u> relevant ICT projects satisfactorily	The clause will remain same as per the RFQ cum RFP document.

PWC	35	34	2.18 2	Senior Specialist -1 Should be Graduate preferably with B.E. / B.Tech. in Computer Science/IT / Electronics / Electronics & Telecommunications / Electrical or Master of Computer Applications (MCA) or equivalent having minimum and exclusive ICT experience of 7 years. The experience should cover at least 2 complete life cycle implementations of City's Integrated Operations Centers in cities / large campuses. The CCC / CIOC should include Surveillance System / Traffic Management System / City Services Management. The person should also have experience in integration with Data Center, OFC Networking and WiFi.	This may be changed to: Senior Specialist -1 Should be Graduate preferably with B.E. / B.Tech. or Master of Computer Applications (MCA) or MBA or Masters or Post Graduate diploma or equivalent having minimum and exclusive ICT experience of 7 years. The experience should cover providing consulting for at least <u>1</u> complete life cycle implementation of City's Integrated Operations Centers in cities / large campuses. The CCC / CIOC should include one or more of following- Surveillance System / Traffic Management System / City Services Management. The person should also have experience in integration with one of more of - Data Center, OFC Networking and WiFi.	The clause will remain same as per the RFQ cum RFP document.
PWC	36	34	2.18 3	Senior Specialist -2 Should be Graduate preferably with B.E. / B. Tech. in Computer Science/IT / Electronics / Electronics & Telecommunications / Electrical or Master of Computer Applications (MCA) or equivalent having minimum and exclusive ICT experience of 7 years. The experience should cover at least 2 complete life cycle implementations of e-Governance / Service Delivery applications in G2C, G2G, G2B domains.	This may be changed to: Senior Specialist -2 Should be Graduate preferably with B.E. / B. Tech. or Master of Computer Applications (MCA) or MBA or Masters or Post Graduate diploma or equivalent having minimum and exclusive ICT experience of 7 years. The experience should cover providing consulting for at least <u>1</u> complete life cycle implementations of e-Governance / Service Delivery applications in G2C, G2G, G2B domains.	The clause will remain same as per the RFQ cum RFP document.
PWC	37	34	2.18 4	Architect Integrator for city wide utilities / infrastructure Should be graduate preferably with Master of Computer Applications (MCA) or equivalent having ICT experience of 7 years encompassing at least 2 complete life cycle implementations accomplished in cities / large modern campuses (preferably in developed countries)	This may be changed to: Architect Integrator for city wide utilities / infrastructure Should be graduate preferably with Master of Computer Applications (MCA) or MBA/ Post Graduate Diploma or equivalent having ICT experience of 7 years encompassing providing consulting for at least <u>1</u> complete life cycle implementation accomplished in cities / large modern campuses.	The clause will remain same as per the RFQ cum RFP document.
PWC	38	35	2.18 5	Architect cum process specialist for ICT applications Should be Graduate preferably with Master of Computer Applications (MCA) or equivalent having ICT experience of 7 years encompassing at least 2 complete life cycle implementations accomplished in service delivery in G2C, G2B, G2G domains.	This may be changed to: Architect cum process specialist for ICT applications Should be Graduate preferably with Master of Computer Applications (MCA) or MBA/ Post Graduate Diploma or equivalent having ICT experience of 7 years encompassing providing consulting for at least <u>1</u> complete life cycle implementations accomplished in service delivery in G2C, G2B, G2G domains	The clause will remain same as per the RFQ cum RFP document.
PWC	39	35	2.18 6	City wide surveillance cum Intelligent Traffic Management System Specialist for City Traffic Should be graduate preferably with Master of Computer Applications (MCA) or equivalent having minimum and exclusive ICT experience of 7 years encompassing at least 2 complete life cycle implementations accomplished in smart cities (preferably in developed countries) in respect of disciplines as stated in column 2 on LHS of this table.	This may be changed to: City wide surveillance cum Intelligent Traffic Management System Specialist for City Traffic Should be graduate preferably with Master of Computer Applications (MCA) or MBA/ Post Graduate Diploma or equivalent having minimum and exclusive ICT experience of 7 years encompassing Consulting for at least <u>1</u> complete life cycle implementations accomplished in smart cities	The clause will remain same as per the RFQ cum RFP document.

PWC	40	35	2.18 7	GIS specialist Should be Graduate in civil engineering / planning / geography / architecture or any relevant discipline with minimum and exclusive GIS experience of 7 years. Should have designed large GIS based solution for land management, infrastructure management. Should possess extensive knowledge of state-of-the-art GIS platforms.	This may be changed to: GIS specialist Should be Graduate in any field of engineering or any relevant discipline with minimum and exclusive GIS experience of 7 years. Should have designed large GIS based solution for land management, infrastructure management. Should possess extensive knowledge of state-of-the-art GIS platforms.	Refer corrigendum 1 Sl. No. 9
PWC	41	35	2.18 8	Building Management System Specialist Should be a Graduate in Civil Engineering / Electronics / Electrical or equivalent having minimum 5 years' experience with implementations comprising designing, detailing for construction of all the requisites for BMS for critical buildings.	This may be changed to: Building Management System Specialist Should be a Graduate in Civil Engineering / Electronics / Electrical or equivalent having minimum 5 years' experience in providing consulting for implementations comprising designing, detailing for construction of all the requisites for BMS for critical buildings."	The clause will remain same as per the RFQ cum RFP document.
PWC	42	36	B3.	Overseas/ International experience in smart cities in developed countries (experience specific to ToR)	This clause may be removed	The clause will remain same as per the RFQ cum RFP document.
PWC	43	20-21	2.7.10. VII.	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 70 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 70 percent of maximum marks. The completion of the project shall be taken in account with respect to the certification from client based on the payment released by the client against the total project value. The Applicant shall provide the proof that the project is completed up to 70 percent through copy of payment received till date or through certificate from the respective Client. In case of composite contracts, the limit of 70% of the completion can be established for implementation phase only and not for O&M phase. The Consultant should divide his project cost proportionately in implementation and O&M phase in accordance with the work order.	The clause may be changed to: "Ongoing projects can be submitted with detail of progress supported by suitable documents" Request you to remove the following: "Projects/ assignments completed up to 70 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 70 percent of maximum marks. The completion of the project shall be taken in account with respect to the certification from client based on the payment released by the client against the total project value. The Applicant shall provide the proof that the project is completed up to 70 percent through copy of payment received till date or through certificate from the respective Client. In case of composite contracts, the limit of 70% of the completion can be established for implementation phase only and not for O&M phase. The Consultant should divide his project cost proportionately in implementation and O&M phase in accordance with the work order."	The clause will remain same as per the RFQ cum RFP document. ----- However, if the consultant can provide a proof from the client side that the deliverable is complete 100% then the project can be considered for 100% marks. ----- Certificates from practicing chartered accountant ensuring that the professional fee has been received against the project(s) submitted as Eligible Assignments may also be considered.
PWC	44	20-21	2.8.4. a)	Original Power of Attorney for signing the Proposal as per given format	The clause may be changed to: "In case of a single bidder, the board resolution of the organization authorizing the person for signing the proposal or Original Power of Attorney for signing the Proposal as per given format may be furnished"	Refer corrigendum 1 Sl. No. 12
PWC	45			Miscellaneous	In case the completion certificate from client is not available, a self-certificate from the authorized signatory may also be allowed.	NOT ACCEPTED

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PWC	46	117-120	5.5	Deliverables	The deliverables stated in S.No. 1 to 8 may be changed from 6 months to at least 9 months as the timelines stated currently are very aggressive and not realistic	Refer corrigendum 1 Sl. No. 1
PWC	47	150-151	6.7.1	Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.	The clause may be changed to: "Payment shall be made within 30 days of receipt of the invoice and approval of the relevant deliverables, and within 45 days in the case of the final payment, on achievement of milestones" Another clause may be added here as: "The deliverables shall be deemed to be approved if no response is received from the client within 15 days from the date of submission of deliverables"	The clause will remain same as per the RFQ cum RFP document.
PWC	48	150-151	6.7.1	Consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report / deliverables:	The major chunk of the payment can only be recovered at the end of the project duration. This may lead to the problem in getting internal of legal approval for bid submission. It is submitted that the initial deliverables should give payout to 30% to maintain the cash flow. At least 60% of the payment may be given in the Design Phase.	Refer corrigendum 1 Sl. No. 1
PWC	49	33	2.18	Required experience and expertise of Key personnel / staff	Since the requirement of Key personnel in implementation phase will be minimum, we request you to change the resource requirement in two phases	NOT ACCEPTED
PWC	50	3	1 (iv)	To participate in Bidding, applicants have to pay through online mode a bid processing fee of Rs. 15,000 (Rupees Fifteen Thousand only Exclusive of Goods & Service Tax @ 18%) towards processing fee for BID (non- refundable) and BID Security is also to be furnished by the Bidder for the amount of Rs. 5,00,000 (Rupees Five Lacs only). Bid Processing fee and Bid Security to be paid by the bidder through RTGS to IITGN (Bank- Bank of Baroda, Sector-Gamma – II, Greater Noida branch, IFSC- BARBOGAMNOI, Account No. - 98250200000388).	Bid security may be allowed to be submitted in the form of Bank Guarantee	Refer corrigendum 1 Sl. No. 2
PWC	51	62	Form 3M	Total engagement is expected to be 4.5 years long including 1 years of parallel operate period with SI.	As mentioned on page 149, point 6.2.3, the project duration is 3.5 years (42 months). Request for clarity on the same.	Refer corrigendum 1 Sl. No. 6
PWC	52	150	6.7.1	Payment percentage for deliverables	We would request your inputs and corresponding change in the RFP to address our concern in case of delay in go-live esp when there is no dependency or delay on Consultant's part.	Refer corrigendum 1 Sl. No. 1

PWC	53	28, 29	2.10.3	The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed Key Personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances. In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Client, provide a temporary resource for no more than six (6) months. The temporary resource shall be of equivalent or better qualifications and the Consultant shall be paid no more than eighty percent (80%) of the agreed rate of the personnel being replaced. During the course of providing services, substitution of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key Personnel. Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on will be applicable.	We assume that deduction is only applicable for temporary resource, and not for permanent resource. Also, if the substitution is due to exceptional circumstances like exit from the firm, health or family issues, there should not be any reduction of remuneration. Please confirm.	Reduction in remuneration will be applicable for any replacement. Further, the clause will remain same as per the RFQ cum RFP document.
PWC	54	67	Form 4B	Item: Costs of Financial Proposal till SI Selection stage * (Except Goods & Services Tax but including all other taxes)- Form 4C – "X" Costs of Financial Proposal for Project Monitoring and Handholding * (Except Goods & Services Tax but including all other taxes) – "Y" Goods & Services Tax– (Y) Total cost of Financial Proposal – (X+Y)	Should be modified as: Costs of Financial Proposal till SI Selection stage * (Except Goods & Services Tax but including all other taxes) = "X" Costs of Financial Proposal for Project Monitoring and Handholding * (Except Goods & Services Tax but including all other taxes) = "Y" Goods & Services Tax= "Z" Total cost of Financial Proposal = (X+Y+Z)	Refer corrigendum 1 Sl. No. 14
PWC	55	4	Clause 4(ii)	DMIC IITGNL shall open on-line received Technical BIDs at 16:00 hours IST on the BID Due Date 30/01/2019, in the presence of the Bidders, who choose to attend. DMIC IITGNL will subsequently examine and evaluate the BIDs in accordance with the provisions of the RFQ cum RFP.	As per page 32- 2.16 table, the Proposal Due Date (Last date for bid submission) is 28/01/2019. As per page 2, last date for bid submission is 28/01/2019. But on page 4- point 4 (ii), it is 30/01/2019. Request to confirm the date.	Refer corrigendum 1 Sl. No. 15
Wipro	56	7	xii	(xii) DMIC IITGNL reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revision so the RFQ cum RFP/amended RFQ cum RFP will be made available on the website https://www.mpeproc.gov.in/ and will be part of bid document. Such modification/amendment to Bid document will also be available on websites of DMIC www.dmicdc.com for access and download.	(xii) DMIC IITGNL <u>upon prior to bid submission date</u> , reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revision so the RFQ cum RFP/amended RFQ cum RFP will be made available on the website https://www.mpeproc.gov.in/ and will be part of bid document. Such modification/amendment to Bid document will also be available on websites of DMIC www.dmicdc.com for access and download.	Wrong Information

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Wipro	57	10	2.1.5	The Client will timely provide, at no cost to the Consultants, the project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.	The Client will timely provide, at no cost to the Consultants, the project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.	The clause will remain same as per the RFQ cum RFP document.
Wipro	58	10	2.1.7	The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.	The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work <u>which shall create adverse impact on the performance of services under this contract.</u> The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.	The clause will remain same as per the RFQ cum RFP document.
Wipro				DMIC IITGNL will have the right to terminate the contract by giving 60 (Sixty) days written notice. In the event of termination for no fault of Consultant, the Client shall reimburse all the expenses incurred by the Consultant (upon submission of proof)	DMIC IITGNL will have the right to terminate the contract by giving 60 (SIXTY) days written notice <u>in the event of Consultant committing any material breach of the terms and conditions of the contract and fails to cure such default within thirty days from the event of termination.</u> In the event of termination for no fault of Consultant, the Client shall reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant. <u>Consultant shall be entitled to terminate this contract by giving prior written notice of not less than thirty days , if Client commits any material breach and fails to cure such default within thirty days from the intimation of the same.</u>	The clause will remain same as per the RFQ cum RFP document.
Wipro	59	11	2.1.12	including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant. Client, the Client will forfeit the performance security of the Consultant.		The clause will remain same as per the RFQ cum RFP document.
Wipro	60	12	2.1.18 iii	Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.	Such <u>willful</u> misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant <u>and the same is decided by the competent court.</u> If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.	The clause will remain same as per the RFQ cum RFP document.

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Wipro	61	13	2.1.19	i. It shall be deemed that by submitting the Proposal, the Applicant has:	i. It shall be deemed that by submitting the Proposal, the Applicant has:	The Clause will remain same as per the RFQ cum RFP Document
				a) made a complete and careful examination of the RFQ cum RFP;	a) made a complete and careful examination of the RFQ cum RFP;	
				b) received all relevant information requested from the Client;	b) received all relevant information requested from the Client <u>which have been provided by Client;</u>	
				c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client;	e) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client;	
				d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;	d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;	
				e) Acknowledged that it does not have a Conflict of Interest; and	e) Acknowledged that it does not have a Conflict of Interest which will have adverse impact on the performance of services; and	
				f) Agreed to be bound by the undertaking provided by it under and in term hereof. ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant	f) Agreed to be bound by the undertaking provided by it under and in term hereof. ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant	
Wipro	62	16	2.4.1	All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.	All the study outputs <u>which have been solely and exclusively developed for Client</u> , including primary data shall be compiled, classified and submitted by the Consultants to the Client in soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.	The clause will remain same as per the RFQ cum RFP document.

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Wipro	63	14	2.5.4	The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the Client in regard to the RFQ cum RFP without prejudice to the Client’s any other right or remedy under the following conditions:	The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the Client in regard to the RFQ cum RFP without prejudice to the Client’s any other right or remedy under the following conditions:	The clause will remain same as per the RFQ cum RFP document.
				i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP (including the Standard Form of Contract);	i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP (including the Standard Form of Contract) <u>and the same has been proven and decided by the court of law;</u>	
				ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ cum RFP and as extended by the Applicant from time to time,	ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ cum RFP and as extended by the Applicant from time to time,	
				iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or	iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract <u>on mutually agreed terms and conditions</u> or provide the Performance Security within the specified time limit, or	
				iv. If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a false representation to the Client.	iv. If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a <u>willful false</u> representation to the Client.	
Wipro	64	14	2.5.5	Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ cum RFP/ contract. For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.	Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ cum RFP/ contract. For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released <u>within 90 days 180 (one hundred and eighty)</u> days after the completion of the <u>contract period</u> assignment. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.	The clause will remain same as per the RFQ cum RFP document.
Wipro	65	17	2.6.8 vi	No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).	No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium) <u>without prior intimation to the Client.</u>	The clause will remain same as per the RFQ cum RFP document.
Wipro	66	17	vii.b	b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;	b) include a statement to the effect that all members of the Consortium shall be liable <u>jointly and severally</u> for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR <u>to the extent of the scope of work carried out by each respective partner;</u>	The clause will remain same as per the RFQ cum RFP document.
Wipro	67	22	2.7.15	The Consultants may be subjected to local taxes (such as Goods & Services Tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.	The Consultants may be subjected to local taxes (such as Goods & Services Tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident. <u>However, any variation to statutory duties/taxes post execution of contract shall be borne by Client</u>	The clause will remain same as per the RFQ cum RFP document. For clarification please refer clause

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						no. 2.7.11 (ii) page no. 21
Wipro	68	24	2.9.4	Applicant should have been ICT Consultant / Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	we suggest to increase the project implementation value to at least 100 Crores as revenue of 10 Crores is very less. Kindly check, is there a feasibility to increase the project implementation value to 100 Crores each?	The clause will remain same as per the RFQ cum RFP document.
Wipro	69	24	2.9.4	Applicant should have been ICT Consultant / Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	Would that be of good significance if the ICT consultant is an execution partner for one smart city/smart campus/ smart university kind of projects, out of the two projects? Also we suggest this to be a pre-qualification criteria considering the significance of this engagement	The clause will remain same as per the RFQ cum RFP document.
Wipro	70	28	2.10.3	The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed Key Personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances.	We request a modification w.r.t. this clause to provide alternate personnel who meets or exceeds the eligibility criteria as mentioned in the RFQ cum RFP document	The clause will remain same as per the RFQ cum RFP document.
Wipro	71	29	2.11.1	After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking applicant may be considered.	After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 15 7 (seven) (fifteen) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking applicant may be considered.	The clause will remain same as per the RFQ cum RFP document.

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Wipro	72	29	2.11.2	Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released 180 (One hundred eighty) days after the completion of the assignment.	Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, <u>within fifteen days from the</u> before -signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released <u>within three months from the expiration of the Contract 180 (One hundred eighty) days</u> after the completion of the assignment.	The clause will remain same as per the RFQ cum RFP document.
Wipro	73	29	2.11.3	After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement	After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement <u>on mutually agreed terms and conditions</u> within 30 (thirty) days from the date of <u>finalization of service agreement</u> issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement	The clause will remain same as per the RFQ cum RFP document.
Wipro	74	29	2.11.4	The Successful Applicant/ Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.	The Successful Applicant/ Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein <u>and fails to cure such default within thirty days from the intimation of the same</u> , the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.	The clause will remain same as per the RFQ cum RFP document.
Wipro	75	33	2.18	Evaluation criteria for Key personnel/ staff	We appreciate the maximum weightage given to resourcing, but the evaluation criteria seem to be subjective. We suggest to bifurcate the resource marking based on no of years of experience, additional qualification also	The clause will remain same as per the RFQ cum RFP document.
Wipro	76	38	Form 3A	With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.	With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-qualification Proposal for selection as [name of assignment]. The Proposal is <u>subject to the deviations submitted herein</u> unconditional and unqualified.	The clause will remain same as per the RFQ cum RFP document.
Wipro	77	38	5	We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	The clause will remain same as per the RFQ cum RFP document.

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Wipro	78	39	6	a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;	a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority <u>except those deviations which has been explicitly stated in annexure A;</u>	The clause will remain same as per the RFQ cum RFP document.
				b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;	b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP <u>which shall create adverse impact on the performance of services under this Contract/ RFP;</u>	The clause will remain same as per the RFQ cum RFP document.
				c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMIC IITGNL or any other public sector enterprise or any government, Central or State; and	c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMIC IITGNL or any other public sector enterprise or any government, Central or State; and	The clause will remain same as per the RFQ cum RFP document.
				d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.	d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.	The clause will remain same as per the RFQ cum RFP document.
Wipro	79	39	12	We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMIC IITGNL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.	Request to delete this clause	The clause will remain same as per the RFQ cum RFP document.
Wipro	80	39	19	We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.	We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document <u>except those deviations which have been raised by us and submitted along with the proposal.</u>	The clause will remain same as per the RFQ cum RFP document.
Wipro	81	39	20	We have few suggestions about conditions of the RFQ cum RFP and the same have been enclosed as annexure to this form. Client may consider the same at its discretion.	We have few suggestions about conditions of the RFQ cum RFP and the same have been enclosed as annexure to this form. Client may consider the same <u>and the same shall be mutually agreed between parties at its discretion.</u>	Refer corrigendum 1 Sl. No. 10
Wipro	82	44	5	Joint and Several Liability:	Request deletion of JSL clause. Every party shall be liable only for the respective scope of work	The clause will remain same as per the RFQ cum RFP document.

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Wipro	83	62	Section 3 From 3L Sr.No3	Man weeks will be counted from the start of the assignment. For each resource assignment, state separately assignment hours for On-site and Off-site work. All key and support staff should be covered in above staffing schedule. Most key and support staff, obviously are needed on as required basis and not on continuous basis. The schedule of key and support staff requirements must match with schedule of deliverables stated elsewhere in the RFQ cum RFP. Please use additional sheet to cover details until end of the project.	please clarify does this specify key staffs can be utilised on a requirement basis and not on a full time basis	Refer the Form 3M: Staffing Schedule) at page no. 62 & 63 of the RFQ cum RFP Document.
Wipro	84	71	5.1	Broad Scope of work	Request deletion of including...but not limited to " as this will make the scope open ended	The clause will remain same as per the RFQ cum RFP document.
Wipro	85	144	b	As per RFP	In the event of termination for any reasons, Consultant should be entitled for all the payments for the services rendered till the date of such termination	The clause will remain same as per the RFQ cum RFP document.
Wipro	86	145	6.2.3	As per RFP	Request deletion of this clause	The clause will remain same as per the RFQ cum RFP document.
Wipro	87	139	6.4.3	As per RFP	However confidentiality obligation stated herein shall not be applicable for any information i. available in public domain ii. Independently developed by us iii. Information which has been obtained lawfully from third party	The clause will remain same as per the RFQ cum RFP document.
Wipro	88	140	6.4.6	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants <u>and which is solely and exclusively prepared for Client</u> , pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	Refer corrigendum 1 Sl. No. 11
Wipro	89	140	6.4.7	Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be as provided by the Applicable law	This is not applicable	The clause will remain same as per the RFQ cum RFP document.
Wipro	90	141	6.5.2	Removal and/or Replacement of Key Personnel	Exceptions should also include resignation of the person, replacement of person shall be on ground of willful misconduct, gross negligence etc.	The clause will remain same as per the RFQ cum RFP document.
Wipro	91	144	6.1	Liquidated damages	Request deletion of this clause. Considering the nature of work	The clause will remain same as per the RFQ cum RFP document.

Reply to Pre-Bid Queries for “Request for Qualification (RFQ) cum (RFP) Proposal from interested bidders for Selection of ICT Consultant for IIT Project at Greater Noida, UP.

Wipro	92	144	6.11.1	The Consultant represents and warrants to the Client that:	The Consultant covenants represents and warrants to the Client that:	The clause will remain same as per the RFQ cum RFP document.
Wipro	93	145	6.12.2	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation arising (i) related to or arising out of, whether directly or indirectly damage to property, breach of applicable law, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	The clause will remain same as per the RFQ cum RFP document.
Wipro	94	148	iv	(iv) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:	(iv) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur primarily termination of contract on account of:	The clause will remain same as per the RFQ cum RFP document.

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Wipro	95	11	2.1.12	As per RFP	Termination : Either Party shall have the right to terminate this Agreement at any time:	The clause will remain same as per the RFQ cum RFP document.
					a. without cause and for convenience– on the delivery of ninety (90) calendar days’ prior written notice to the other Party.	The clause will remain same as per the RFQ cum RFP document.
					b. with cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party’s reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the Customer)	The clause will remain same as per the RFQ cum RFP document.
					Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due for services and products delivered to Consultant up to the effective date of termination shall be immediately payable.	The clause will remain same as per the RFQ cum RFP document.
Wipro	96	14	2.5	A bid security for the sum of Rs. 5,00,000/- (Rupees Five Lacs Only) shall be required to be submitted by each Applicant (“Bid Security”) through RTGS	Bank guarantee is Wipro’s preferred mode of EMD	The clause will remain same as per the RFQ cum RFP document.
Wipro	97	14	2.5.3	The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within two month after acceptance of LOA by selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.	The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within two month after acceptance of LOA by declaration of the selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.	The clause will remain same as per the RFQ cum RFP document.
Wipro	98	21	2.7.11	The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding Goods & Services Tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only Goods & Services Tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.	To be added:	
					Any increase/decrease in the taxes, or introduction of new taxes applicable to this contract shall be borne by the client.	The clause will remain same as per the RFQ cum RFP document. For clarification please refer clause no. 2.7.11 (ii) page no. 21

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Wipro	99	134	6.1.7		To be added:	The clause will remain same as per the RFQ cum RFP document.
					The same has already been mentioned above. Prices should be taxes applicable to this contract.	The clause will remain same as per the RFQ cum RFP document.
Wipro	100	137	6.3.2		The Bidder shall have the right to terminate this Agreement at any time without cause and for convenience– on the delivery of ninety (90) calendar days’ prior written notice to the other Party.	Not accepted
Wipro	101	138	6.3.5	If the Contract is terminated pursuant to Clause 6.3.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract.	Irrespective of the reasons of termination, all payments due to the bidder for services performed till the date of termination shall become immediately payable.	Not accepted
Wipro	102	149	6.4.7	Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:	<u>Notwithstanding anything to the contrary</u> , Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:	The clause will remain same as per the RFQ cum RFP document.
				(i) for any indirect or consequential loss or damage; and	(i) for any indirect or consequential loss or damage; and	NA
				(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	The clause will remain same as per the RFQ cum RFP document.
Wipro	103	150	6.7.1	Consultancy Fees	<u>We suggest IITGNL to reframe the payment terms as the current term has a clear visibility of 43% of Total payment in a time bound manner (S.No 1 to 8). The balance 57%(S.No 9 to 16) is dependent of SI’s performance and the consultant will have little control on it. You are requested to modify the payment terms on a quarterly basis so that the project can have a healthy cash flow.</u>	Refer Corrigendum 1 Sl. No. 1
DIMTS	104	28	2.9.4 Minimum Qualification Criteria Clause D.	No-Blacklisting certificate	Kindly provide format for No-Blacklisting Certificate	No specific format. Applicant/Bidder to give self-declaration.
DIMTS	105	3	Instructions to Bidder for e-Tendering	Bid Processing fee and Bid Security to be paid by the bidder through RTGS	Bid Processing Fees is Rs. 15,000 plus GST.	Refer corrigendum 1 Sl. No. 2
					As per RBI Guidelines, payment below Rs. 2Lakhs is paid through NEFT and above Rs. 2 Lakhs is paid through RTGS. Since the Bid Processing Fee is below Rs. 2 Lakhs, it should be paid vide NEFT. Kindly clarify the understanding and issue necessary clarification	

DIMTS	106	18	2.7.3 Technical Proposal	i. All key personnel to be full time employees of the firm;	<p>For ICT Consultants to deliver the scope as required in the RFP, full-time employees should not be kept mandatory.</p> <p>As a matter of best practices: World Bank, ADB even several ministries and Smart City PMCs in India through their RFPs proposes key staffs even allowing consortiums without imposing such restrictions.</p> <p>The consultants and its consortium members are jointly and severally liable for the delivery of the assignment and they should be allowed to bring freelancers or external experts.</p> <p>In view of this, request is made to remove this clause and further removing the Scoring Criterion for ASSOCIATION WITH THE FIRM 5% (refer page 36 of RFP)</p>	The clause will remain same as per the RFQ cum RFP document.
DIMTS	107	24	2.9.4 Minimum Qualification Criteria	B. The Bidder should have an annual turnover of at least INR 18 Crore (Rupees Eighteen Crore) from IT Consultancy/IT Advisory services in India for each of the last three financial years. (i.e. 2017-18, 2016-17 & 2015-16)	Request is made to relax the annual Turnover from IT Consultancy/IT Advisory services in India from INR 18 Crore to INR 15 Crore	The clause will remain same as per the RFQ cum RFP document.
DIMTS	108	24	2.9.4 Minimum Qualification Criteria	E. Applicant should have been ICT Consultant/ Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 20 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.	<p>Request is made to relax the project implementation value to INR 12 Crore or above. The suggested clause is as below:</p> <p><i>“E. Applicant should have been ICT Consultant/ Implementer as execution partner as prime or consortium partner using global best practices for project implementation values no less than INR 12 Crore for each of two projects. The bidder must have completed at least one project of the value defined in last five years. The responsibility should be documented in customer contract or customer approved work distribution data sheet of contract.”</i></p>	The clause will remain same as per the RFQ cum RFP document.
DIMTS	109	33-35	2.18 Required experience and expertise of Key personnel / staff	7. GIS specialist	<p>Request to include specific qualification of Remote-sensing. Suggested clause is as below:</p> <p><i>“Should be Graduate or Masters in civil engineering / planning / geography / architecture/ Remote-sensing or any relevant discipline with minimum and exclusive GIS experience of 7 years.</i></p> <p><i>Should have designed large GIS based solution for land management, infrastructure management. Should possess extensive knowledge of state-of-the-art GIS platforms.”</i></p>	Refer corrigendum 1 Sl. No. 9

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DIMTS	110	33-35	2.18 Required experience and expertise of Key personnel / staff	4. Architect Integrator for city wide utilities / infrastructure	Request to consider B.E./ B.Tech in Computer Science/IT/ Electronics/	The clause will remain same as per the RFQ cum RFP document.																												
				5. Architect cum process specialist for ICT applications 6. City wide surveillance cum Intelligent Traffic Management System Specialist	Electronics & Telecommunications / Electrical or Master of Computer Applications (MCA) or equivalent for these key positions																													
DIMTS	111	117 to 122	5.5 Deliverables	Design Phase Deliverables	<p>We understand that the area of IIT-GN may not be as big as other Industrial. In view of the above, we propose the following delivery timeline for the best.</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Milestone Completion</th> <th>Deliverable</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>D+30 Days</td> <td>Inception Report and Implementation Plan</td> </tr> <tr> <td>2.</td> <td>D+60 Days</td> <td>ICT Master Plan</td> </tr> <tr> <td>3.</td> <td>D+3 Months</td> <td>Base lining Report, RF Foot printing, Sensors (other than Cameras) and Actuators details and Civil and other</td> </tr> <tr> <td>4.</td> <td>D+4.5 Months</td> <td>Implementation Plan, Design of Networks and City Infrastructure Integrations</td> </tr> <tr> <td>5.</td> <td>D+5.5 Months</td> <td>Command Control Center, Data Center, DRDC, Scoping of all Applications</td> </tr> <tr> <td>6.</td> <td>D+7 Months</td> <td>Dash Board, ICT for Buildings</td> </tr> <tr> <td>7.</td> <td>D+9 Months</td> <td>Floating of tender documents for selection of System Integrator</td> </tr> <tr> <td>8.</td> <td>D+11 Months</td> <td>Award of Contract for System Integrator</td> </tr> </tbody> </table>		S.No	Milestone Completion	Deliverable	1.	D+30 Days	Inception Report and Implementation Plan	2.	D+60 Days	ICT Master Plan	3.	D+3 Months	Base lining Report, RF Foot printing, Sensors (other than Cameras) and Actuators details and Civil and other	4.	D+4.5 Months	Implementation Plan, Design of Networks and City Infrastructure Integrations	5.	D+5.5 Months	Command Control Center, Data Center, DRDC, Scoping of all Applications	6.	D+7 Months	Dash Board, ICT for Buildings	7.	D+9 Months	Floating of tender documents for selection of System Integrator	8.	D+11 Months	Award of Contract for System Integrator	Refer corrigendum 1 Sl. No. 1
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DIMTS	112	150 to 151	III. The Special Conditions of Contract	6.7.1 Consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report / deliverables	<p>Up to the Award of Contract to System Integrator, only 43% shall be paid to the consultant whereas approximate 75% of the total budgeted effort have been exhausted by the consultant. The payment milestone is thus not commensurate with the work delivered by the consultants.</p> <p>In this regards, we request your intervention to at least release 70% upto this stage and distribute the rest 30% in the Implementation and Operations Phase.</p>	Refer corrigendum 1 Sl. No. 1																												
BDO	113	18	Clause no 2.7.3	All key personnel to be full time employees of the firm;	Request to allow at least 3 contractual or sub contract professionals.	NOT ACCEPTED																												
BDO	114	28	Evaluation criteria	where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.	Kindly modify the evaluation criteria to 70:30	NOT ACCEPTED																												

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BDO	115	34	clause 2.18 Expert / Key personnel Architect Integrator for city wide utilites Architect cum process specialist	Should be graduate preferably with Master of Computer Applications (MCA) or equivalent having ICT experience of 7 years encompassing at least 2 complete life cycle implementations accomplished in cities / large modern campuses (preferably in developed countries)	Kindly reframe the clause as :- Should be graduate preferably with Master of Computer Applications (MCA)/ BE/B-Tech or equivalent having ICT experience of 7 years encompassing at least 2 complete life cycle implementations accomplished in cities / large modern campuses (preferably in developed countries)	NOT ACCEPTED
BDO	116	35	Required experience and expertise of Key personnel / staff Clause no 7)	Should be Graduate in civil engineering /planning / geography / architecture or any relevant discipline with minimum and exclusive GIS experience of 7 years. Should have designed large GIS based solution for land management, infrastructure management. Should possess extensive knowledge of state-of-the-art GIS platforms.	Please reframe it as follows: Should be Graduate in civil engineering/ B.E /B-Tech in IT /planning / geography / architecture or any relevant discipline with minimum and exclusive GIS experience of 7 years. Should have designed large GIS based solution for land management, infrastructure management. Should possess extensive knowledge of state-of-the-art GIS platforms.	Refer corrigendum 1 Sl. No. 9
BDO	117	142	Payment Terms Clause no 6.7	Inception Report and Implementation Plan 5% ICT Master Plan 10% Base lining report, RF foot printing, sensors and actuators details, and civil and other engineering inputs 5% Implementation plan, design of networks and city infrastructure integration 5% Command and control center, data center, DRDC,scoping of all applications 8% Dash boards, ICT for building 3% Floating of RFQ cum RFP for selection of System Integrator 2% Floating of RFQ cum RFP for selection of System Integrator 5% Implementation and Operations Phase: End to end Go Live of Networks and complete Readiness of city wide Integrated Infrastructure 6% End to end Go Live - Data Center and Disaster Recovery Centre(DRDC) 6% End to end and successful Go Live of All Applications 9% End to end and successful Go Live – City wide dash boards / cockpits 4% Complete Go Live – Integrated Operations Center for City and associated infrastructure 12% Go-Live & training of entire ICT Scope 5% Completion of Successful Operations of first 6 months 10% Completion of Successful Operations of second 6 months 5%	Since the payment terms mention in the RFP seems to be not fair for the bidder it mmight ristrcit bidders for bid - Kindly reframe the clause as 1. Inception Report and Implementation Plan 20% 2. ICT Master Plan 15% 3. Base lining report, RF foot printing, sensors and actuators details, and civil and other engineering inputs 10% 4. Implementation plan, design of networks and city infrastructure integration 10% 5. Command and control center, data center, DRDC,scoping of all applications 10% 6. Dash boards, ICT for building 5% 7. Floating of RFQ cum RFP for selection of System Integrator 5% 8. Floating of RFQ cum RFP for selection of System Integrator 5% Implementation and Operations Phase: 9. End to end Go Live of Networks and complete Readiness of city wide Integrated Infrastructure 2% 10. End to end Go Live - Data Center and Disaster Recovery Centre(DRDC) 2% 11. End to end and successful Go Live of All Applications 2% 12. End to end and successful Go Live – City wide dash boards / cockpits 2% 13. Complete Go Live – Integrated Operations Center for City and associated infrastructure 2% 14. Go-Live & training of entire ICT Scope 2% 15. Completion of Successful Operations of first 6 months 3% 16. Completion of Successful Operations of second 6 months 5%	Refer corrigendum 1 Sl. No. 1