

Minutes of the Pre-Bid Meeting for Selection of Service Provider Agency (SPA) for 'Setting-up and Management of the Public Facilitation Centers (PFCs)) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012 held on 15th February, 2019 at 11:00 AM in the Conference Hall of CE (Agri Engineering), Khanapara- 22, Guwahati.

ICB IFB No: ARIASS/ACCSDP/136/2018/32 dated Guwahati the 2nd February, 2019

The following officials of ARIAS Society and representatives of the consultancy firms were present in the pre-bid meeting:

Officials of the ARIAS Society:

1. Sri F. Ahmed: Sr. Advisor, ACCSDP
2. Sri M. Rahman, Sr. Procurement Specialist cum OSD
3. Sri Piyanada Singh W., Sr. BPR & IT Specialist
4. Sri P.R. Dash, Procurement & Contract Management Specialist
5. Sri D. Rabha, M&E Specialist, ACCSDP
6. Sri A. Deka, Asst. Procurement Engineer & RC
7. Sri A.W. Choudhury, Procurement Management Executive
8. Smt. R. Sultana, Procurement Management Executive
9. Sri P. Baruah, Procurement Management Executive

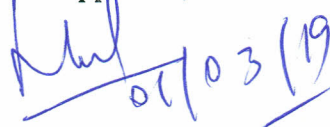
Representative of the Firms:

1. Sri B.S. Baruah : Trend Micro
2. Sri J. Kalita: InfoTech Solutions
3. Sri O. Khalil: Oasys Cybernetics Pvt. Ltd.
4. Sri S. Ghosh: IL&FS Technologies Ltd.
5. Sri S.K. Pathak : IL&FS Technologies Ltd.
6. Sri R. Baruah : BMG Informatic Pvt. Ltd.
7. Sri H. Sarma: Elite Computers & Communication Pvt. Ltd.
8. Sri S. Choudhury : ATD/BSNL
9. Sri S. Das : Trans Virtual Pvt. Ltd.
10. Sri S. Sen : CMS IT Services (P) Ltd.
11. Sri K. Chakraborty : CMS IT Services (P) Ltd.
12. Sri A. Sinha : Inspirisys Solution Ltd.
13. Sri S. Borbora : DS Systems Pvt. Ltd.
14. Sri D. Bordoloi : DELL International
15. Sri A. Ghosh : DELL International
16. Sri P. Washi : HP

Attendance sheet of the meeting is enclosed at Annex-1.

1. The OSD cum Sr. Procurement Specialist welcomed all the participants in the Conference and mentioned briefly about the PFC initiative in the Autonomous Councils districts under ACCSDP and the purpose of hiring Service Provider Agency (SPA) for the assignment.
2. During the Conference, the ARIAS Society officials clarified the queries of the representatives of the firms who attended the meeting, subject to the minutes of meeting to be issued. The queries received through email were also clarified. The queries raised and the clarifications provided (*including the clarifications received through email*) are enclosed at **Annex-2**.

Minutes approved,



(Vinod Seshan, IAS)

State Project Director, ARIAS Society

Memo No: ARIAS/ACCSDP/136/2018/68 -A

Dated Guwahati the 2nd March, 2019

Copy by email to:

1. All concerned officials of the ARIAS Society present in the meeting.
2. Service Provider Agency: **(1)** Trend Micro; Email- bishnu-b@trendmicro.com; **(2)** InfoTech Solutions; Email- jayanta@infotechsolutions.co.in; **(3)** Oasys Cybernetics Pvt. Ltd.; Email- omar@oasys.co; **(4)** IL&FS Technologies Ltd.; Email- samrat.ghosh@ilfstechologies.com; **(4)** IL&FS Technologies Ltd.; Email- sanjib.pathak@ilfstechologies.com; **(5)** BMG Informatic Pvt. Ltd.; Email- ripu@informatics.com; **(6)** Elite Computers & Communication Pvt. Ltd.; Email- eccpl.co.in; **(7)** ATD/BSNL; Email- shantu39m@yahoo.co.in; **(8)** Trans Virtual Pvt. Ltd.; Email- susmit@transv.net; **(9)** CMS IT Services (P) Ltd.; Email- krishnendu.chakraborty@cmsitservices.com; **(10)** Inspirisys Solution Ltd.; Email- NA; **(11)** DS Systems Pvt. Ltd.; Email- info@dssystem.com; **(12)** DELL International; Email- NA; **(13)** HP; Email- abul.par.washi@hp.com

Annex-1

Attendance Sheet of Pre-Bid Meeting for procurement of Service Provider Agency (SPA) for providing non-consulting Services for Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012 under ACCSDP

Date: 15th February 2019

Venue: PMU of ARIAS Society,

Time: 11:00 AM

Khanapara, Guwahati -22

Sl.	Name of the Attendant	Organization with Designation	Email ID & Contact No.	Signature
1.	F. Ahmed	ARIASS, ACCSDP Sr. Advisor	fahmed@arias.in	F. Ahmed
2.	M. Rahman	OSD & Sr.P.S, ARIAS Society	mustaqurrahman@arias.in	
3.	Piyamanda S.W	Sr. BPR & IT specialist ARIAS Society	piyamanda@arias.in	Piyamanda
4.	Bishnu S. Baruah	Trend Micro Regional Account Manager	bishnu.b@trendmicro.com 9957573167	Bishnu
5.	Jayanta Kalita	Infotech Solutions, guw. Assam	jayanta@infotechsolutions.co.in 9678048571	Jayanta
6.	OMAR KHALIL	OACYS CYBERNETICS PROJECT MANAGER	OMAR@OACYS.CO 9906903766	Omar
7.	Samarat Ghosh	2LPS Technologies Ltd.	Samarat.ghosh@2lps technologies.com	Samarat
8.	Sanjib Kumar Pathak	IL&FS Techno Solutions Ltd.	sanjib.pathak @il&fstechno- solutions.com	Sanjib
9.	RIPUNJOY BARUAH	BMG Informatics Pvt. Ltd., GHY.	RIPU@INFORMATICS CO.IN 9864010068	RJB
10.	Hemalindan Suma	Elite Computers & Communication Int. Ltd.	info@ecpl.co.in 9854054283	Hemalindan

11.	Shantanu Choudhary	ADT/BSNL	Shantanu39m@yopmail.com 94350-10731	Shantanu
12.	Susmit Das	Trans Virtual Pvt Ltd.	Susmit@transv.net 8826238065	Susmit
13.	SUBHARANJAN SEN	CMS IT SERVICES (P) LTD.	9831405444	Susmit
14.	ANINDYA SINHA	INSPIRACY SOLUT.	9331073761	Anindya
15.	SAMOR BORRORA info@dssystems.in	DS SYSTEMS Pvt. LTD.	9864027726	Samor
16.	KRISHNENDU CHAKRABORTY Rishnendu.Chakraborty@cmsit.com	CMS IT SERVICES (P) LTD	9163686408	Krishnendu
17.	DHRUBAJEET BORDOLOI	DELL INTERNATIONAL	9435143954	Dhrubajet
18.	ATANU GHOSH	DELL INTERNATIONAL		Atanu
19.	PARVEEZ WASHI	HP abul.pax.washi@hp.com	9957575733	Parveez
20.	P. Ranjan Das	pranjandast@anis.in	905157272	P. Ranjan
21.	Abdul Wahid Choudhary	PME, ARIAS Society	abulwahidchoudhary@anis.in	Abdul Wahid 15/02/19
22.	A. Saha	Asst. PE & RC	9435112769	A. Saha
23.	Fahana Sultana	PME, ACCSDP	6001303559	Fahana 15/02/2019
24.	Pranjal Baruah	PME, ACCSDP	98640-50750	Pranjal 15/02/19

Annex- 2

Queries and Responses on the ICB No. ARIAS/ACCSDP/136/2018/32 for the Selection of Service Provider Agency (SPA) for 'Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils under ACCSDP

#	Reference	Existing Clause	Clarification/Query	Reply
1)	General	Email Address mentioned in the Bidding Document: spd@arias.in	1)	Corrigendum: Correct email Address: spd@arias.in
2)	Invitation for Bid (IFB)	4 (c) Similar contract with a value of Indian Rupees five crore (Rs. 5 crore) or US Dollar 714,286 equivalent in the past five years (2017-18; 2016-17 & 2015-16, 2014-15 & 2013-14).	Request you to please amend the Clause as per below: Similar contract with a value of Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent in the past seven years (2017-18; 2016-17 & 2015-16, 2014-15, 2013-14, 2012-13 & 2011-12)	Corrigendum: Clause 4(c) of IFB shall be amended as follows: Similar contract with a value of Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent in the last seven (7) years (viz. 2017-18; 2016-17, 2015-16, 2014-15, 2013-14, 2012-13 & 2011-12) Clause 5.5(b) of Bidding Data Sheet shall be amended as follows: The experience required to be demonstrated by the bidder in the provision of at least one similar service contract over the last 7 (seven) years (viz. 2017-18; 2016-17, 2015-16, 2014-15, 2013-14, 2012-13 & 2011-12) (to comply with this requirement, Services contracts cited should be at least 70 percent complete)
3)	Invitation for Bid (IFB)	Page 2 1) Last date and time of submission of Bid 18th March, 2019 (14.00 hrs- IST) 2) Date and time of opening of Bid 18th March, 2019 (14.15 hrs- IST) Page 3 1. Last date and time of submission of Bid 20th March, 2019 (14.00 hrs- IST) 2. Date and time of opening of Bid 20th March,2019 (14.30 hrs- IST)	Both the clauses are contradictory, kindly amend.	The following amendments are made in the (short) Invitation for Bid (IFB) at page-2 of the Bidding Document: 1. Last date and time of submission of Bid shall be 29th March,2019 (14.00 hrs-IST) (<i>instead of 18th March 2019</i>) 2. Date and time of opening of Bid shall be 29th March,2019 (14.15 hrs-IST) (<i>instead of 18th March 2019</i>)
4)	Invitation for Bid (IFB)	Page 3, Para 5: 5. A complete set of Bidding Documents in English language may be purchased by interested eligible bidders on the submission of a written Application to the address below and upon payment of a non-refundable fee of Indian Rupees three thousand five hundred only (Rs.3500) or US Dollar thirty (US\$ 50) between the period 4 th February, 2019 to 19 th March, 2019.	Tender Fee in Dollar are contradictory, kindly amend.	Corrigendum: The following amendments are made in the para-5 of the IFB: 5. A complete set of Bidding Documents in English language may be purchased by interested eligible bidders on the submission of a written Application to the address below and upon payment of a non-refundable fee of Indian Rupees three thousand five hundred only (Rs.3500) or US Dollar Fifty (US\$ 50) between the period 4th February, 2019 to 19th March, 2019. The method of payment will be in the form of a Demand Draft drawn in favour of State Project Director (SPD), ARIAS Society, Guwahati from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad, in any eligible country.
5)	Invitation for Bid (IFB)	Page 3: 4 (a)- Net worth: Access to credit or liquid assets of not less than Indian Rupees five crore (Rs. 5 crore) or US Dollar 714,286 equivalent	Based on EMD project value would be more than Rs. 25 crore, hence requesting you kindly amend the clause for qualitative bid. Networth: (a) access to credit or liquid assets of not less than Indian Rupees Fifty crore (Rs. 50 crore) as on 31.03.2018.	There shall be no change to the laid down criteria.
6)	Invitation for Bid (IFB)	Page 3: 4 (b)- Turnover: An annual average turnover of at least Indian Rupees Ten crore (Rs. 10 crore) or US Dollar 1.43 Million equivalent in each of the past three years (2017-18; 2016-17 & 2015-16)	Kindly amend the clause like: an annual average turnover of at least Indian Rupees Hundred Crores (Rs. 100 Crores) in each of the past three years (2017-18; 2016-17 & 2015-16)	There shall be no change to the laid down criteria.
7)	Invitation for Bid (IFB)	Page 3: 4 (c)- Experience: Experience of execution of a minimum of one (1) similar contract with a value of Indian Rupees five crore (Rs. 5 crore) or US Dollar 714,286	Experience: Experience of execution of a minimum of one (1) similar contract with a value of Indian Rupees Twenty Crore (Rs. 20 crore) in the past five years (2017-18; 2016-	There shall be no change to the laid down criteria.

#	Reference	Existing Clause	Clarification/Query	Reply
		equivalent in the past five years (2017-18; 2016-17 & 2015-16, 2014-15 & 2013-14). Additional details are provided in the Bidding Documents.	17 & 2015-16, 2014-15 & 2013-14).	
8)	Invitation for Bid (IFB)	Page 3: Clause 9- Bid Security: All bids must be accompanied by a "Bid Security" in the form of either a Demand Draft or a Bank Guarantee for Indian Rupees fifty two lakh (Indian Rs. 52,00,000) or in US\$ 74,000 or an equivalent amount in a freely convertible currency from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country (as per provision of the bidding document).	Kindly provide the beneficiary name and address to issue the Bank Guarantee. Also we would like to inform you that as per new RBI guidelines to issue the Bank Guarantee following information are required: 1. Name of Bank; 2. IFSC code of the beneficiary	Corrigendum: The Demand Draft or a Bank Guarantee shall be in favour of 'State Project Director (SPD), ARIAS Society, Guwahati' <ul style="list-style-type: none"> • Name of the bank - Bank of Baroda • Name of the branch - Sixmile • Account no. 56720200000013 • IFSC - BARBOSIXMIX
9)	Section I- Instructions to Bidders	Clause 5.4: Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS.	Consortium bidding is allowed? Further, as per draft Joint Venture agreement provided in the RFP, it recognizes both JV and Consortium.	Yes.
10)	Instruction to Bidders (ITB)	Page 10: Bidding Procedures Sl.6 (6.1) One Bid Per Bidder: Each bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that has been permitted or requested) will cause all proposals with the bidders participation to be disqualified.	Is the clause applicable to internet service providers also as there are very limited telecom/internet service provider capable for providing dedicated internet bandwidth all over Assam. The applicability of the clause may limit the participation only to 2-3 bidders.	The principle is "One Bid Per Bidder" . The Bidder may be in the form of a JV or the bidder may associate with sub-consultants. Please read the clause carefully.
11)	Section II- Bidding Data Sheet	ITB 17.2 The amount of Bid Security shall be INR. 52,00,000/- or in US\$ 74,000 or an equivalent amount in a freely-convertible currency in the form of either a Demand Draft or a Bank Guarantee from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country.	Did bid security acceptable from any of the consortium partner?	Please refer clause 5.4 along with the following: 5.4 (d) - one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture and 5.4 (e) - the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. 17.6 - The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.
12)	Section II. Bidding Data Sheet (BDS) Instructions to Bidders (ITB) Clause Reference	ITB 5.5(b): The experience required to be demonstrated by the bidder in the provision of at least one similar service contract over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete). IFB Clause 4. (c) : experience of execution of a minimum of one (1) similar contract with a value of Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent in the past five years (2017-18; 2016-17 & 2015-16, 2014-15 & 2013-14).	"Similar Service Means" Bidder has one similar work order where the bidder has supplied, installed and maintained similar items minus connectivity along with facility management service across multiple locations in Assam and work for the same should have been 70% complete. Please clarify if the understanding is right.	"Similar Service" or 'similar contract' means a bidder (including a JV or a bidder with sub-consultants) who has 'supplied computer & peripherals, including provided maintenance support' and also provided 'Internet Connectivity' to the computers and provided the 'manpower' to run the computer & peripherals, under a contract with a value of Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent in the past (viz. 2017-18; 2016-17, 2015-16, 2014-15, 2013-14, 2012-13 & 2011-12). OR "Similar Service" or 'similar contract' means a bidder who has 'supplied computer & peripherals, including provided maintenance support' and also provided 'manpower' to run the computer & peripherals, under a contract with a value of Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent in the past (viz. 2017-18; 2016-17, 2015-16, 2014-15, 2013-14, 2012-13 & 2011-12)
13)	Section II. Bidding Data Sheet (BDS)	ITB 5.5 (a)- Bidder's Annual Turnover: The minimum required annual volume of Services i.e. Average Turn Over for the successful Bidder in any of the last ten years shall be: Indian Rupees Ten crore (Rs.10 crore) or US Dollar 1.43 Million equivalent in each of the past three years (2017-18; 2016-17 & 2015-16).	We would request you to review this and increase the annual turnover, since the initial calculation projects the total value to be 3 times the annual turnover requested.	There shall be no change to the Turnover requirement.

#	Reference	Existing Clause	Clarification/Query	Reply
14)	Section IV- Activity Schedule	<p>11. Providing Internet Connectivity to the PFCs</p> <p>a. The SPA shall have to provide atleast 4Mbps internet connectivity at each PFCs on monthly rental basis. The potential bidders are encouraged to be innovative in their proposed services so as to provide the most reliable, robust and cost-effective solution using various media and/or technologies or failover options and quote their prices accordingly. The SPA shall be responsible for selection of the most advantageous Internet Service Provider at the location of each PFC.</p> <p>b. The SPA shall have the responsibility to install, commission and maintain all necessary equipment required for providing the internet connectivity in the PFCs.</p> <p>c. The SPA shall have to own and shall be responsible for all the hardware, software, licenses, and management of the Internet Connectivity to the PFCs and also to the SPA's 'Management-cum-HelpDesk Office' at Guwahati. The SPA also will be responsible for the replacement and upgrading of all the equipment related to Internet Connectivity at the PFCs during the duration of the project.</p> <p>d. The upgrade/fault repairs of equipment, including replacements, shall be done within two (2) working days.</p> <p>e. The performance level of Internet Connectivity (along with other management control aspects like upload time of an application by PFC Operators) shall be monitored continually by the client through a software application (NMS or similar software), which shall be procured by the client separately and the software shall have to be installed by the SPA in all the computers supplied by them in presence of the representatives from the Authority of the District e-Governance Societies.</p>	<p>1) What kind of internet connectivity is required to run the software? Whether it will be dongle based or dedicated ID?</p> <p>2) What is the Bandwidth required at the Headquarters?</p> <p>3) Where is the server/application hosted?</p>	<p>The Internet Connectivity shall be of 4Mbps speed. The potential bidders are encouraged to be innovative in their proposed services, so as to provide the most reliable, robust and cost-effective solution using various media and/or technologies or failover options and quote their prices accordingly.</p> <p>Corrigendum: The Internet Connectivity speed shall be minimum 4 Mbps for Download and Minimum 1 Mbps for Upload.</p> <p>The Internet Connectivity speed shall be minimum 4 Mbps for Download and Minimum 1 Mbps for Upload, both at PFCs and Headquarters.</p> <p>The Application will be hosted in a Government owned Server/ Data Center</p>
15)	Section IV- Activity Schedule	<p>12. Provisioning of the PFC Operators</p> <p>The SPA shall have to provide at least two resources at each of the PFCs on monthly remuneration basis as given below:</p> <p>a) <i>The Minimum Qualification and experience of the PFCs operators:</i></p> <p>Designation: PFC Operator; Nos.: 2 (two)</p> <p>Minimum Qualification:</p> <p>1) Atleast Class 12 pass with IT Certification/Diploma in Computer from a reputed institute (at least 3 months' duration course) along with knowledge of Computer Hardware, Networking and MS Office or its equivalent.</p> <p>2) Must have knowledge of computer operations and operation of web-based computer applications.</p> <p>Minimum Experience:</p> <p>1) Minimum 2 years of experience in an organization as computer assistant/ operator from the date of passing the required qualification.</p> <p>2) Knowledge of English, and local language of the concerned Autonomous District Council areas is a must.</p> <p>3) Preference shall be given to the local people of the PFC area with working proficiency in the local tribal language.</p> <p>Age: Maximum 47 years as on 1st January, 2019.</p>	<p>Looking at the qualification we are considering PFC operators come under semi-skilled. Please confirm.</p>	<p>PFC Operators shall be considered as "skilled" workers.</p>

#	Reference	Existing Clause	Clarification/Query	Reply
16)	Part 2- Activity Schedule: Section VI	(6) Locations of the PFC	Only the location & office name for the proposed PFC is mentioned. May kindly facilitate us the complete address with exact latitude & longitude to ascertain confirmed feasibility against the location.	The exact location of the PFCs will be furnished in the contract agreement. However, mostly it shall be in a Government Office in the location mentioned.
17)	Section VI- Activity Schedule	Page 43: (C) Scope of Services- 8 (b) Internet Connectivity: The SPA shall provide internet connectivity of atleast 4Mbps (Megabits Per Second) at each PFC.	As per TRAI, only Telecom/ISP cannot sell internet connectivity and connectivity related SLA shall be applicable on ISP directly. However, SPA can get the feasibility study from leading Telecom/ ISP whose services are available in Assam and may share with the bid.	The bidder may consider partnering with a Telecom/ ISP in the form of sub-consultancy or JV, as deemed fit and proper, and submit bid accordingly.
18)	Section VI- Activity Schedule	Page 54: (E) Data, Services and Facilities to be provided by the Client (Clause 20): The required office space (in the offices of the DC, SDO, Circle Offices and Block Offices etc.) for setting up the PFCs will be facilitated by the client before the delivery of the machines (computer & peripherals) under the contract by the SPA, including internal electrical wiring/plug points and also the furniture required for setting up the PFCs (@2 tables, 2 chairs for the PFC operators and 6 chairs for the visitors, per PFC). [No civil work relating to the PFCs is envisaged under this contract.]	We assume that Power, FAN, Light and Air Conditioning are available at all the 77 locations. Kindly Confirm. Also SPA shall not be responsible for any delay due to non-availability of office space and power. Payment shall not be linked with completion of all 77 PFCs if office space and power is not available.	<ul style="list-style-type: none"> At the PFC locations Power, Fan, and light will be available. SPA shall not be responsible for any delay due to non-availability of office space and power Payment shall be linked to completion of PFCs, with office space and power provided by the client.
19)	Section VI- Activity Schedule	14 (b)- Reporting Requirements Have to install the 'Network Management System (NMS11)' or other similar software (to be provided by the client) on the Computers to be supplied by the SPA in the PFCs and in the SPA-cum-Helpdesk Office, for automatic collection of management information data.	NMS is being provided by the client, is our understanding correct? Further, it is suggested that, vendor/OEM from whom the NMS has been availed, should also perform the installation work. However, any assistance or supervisions required will performed by SPA.	Please refer to Activity Schedule para 11(e). NMS or similar software, which shall be procured by the client separately and the software shall have to be installed by the SPA in all the computers supplied by them in presence of the representatives from the Authority of the District e-Governance Societies
20)	Section VI- Activity Schedule	12 (j) Provisioning of the PFC Operators: The SPA shall have to abide by the Government norms relating to the maximum working hours of the PFC Operators and shall also have to pay the Minimum wages/remuneration to the PFC Operators as per the Government norms.	Please suggest for Minimum Wages purpose; Work profile (Education and Experience) of PFC operators falls under skilled or semi-skilled category.	PFC Operators shall be considered as "skilled" workers. The relevant notification may be obtained from the Labour & Welfare Department of the Government of Assam or from the website of the Govt. of Assam.
21)	Section VI- Activity Schedule	Para 10 (a) (i) (6) of the Activity Schedule [page 44]: Provisioning of Machines (Computer & Peripherals)- For each PFCs - Power Backup (Inverter & Battery)	The Specifications provided for "UPS Power Back-uo" corresponds to those of a DOMESTIC INVERTER, which is not suitable or utilized for an IT Infrastructure Project based on a WIDE AREA NETWORK. The SPA will have difficulty in ensuring the Project SLA and-Uptime requirements. Inverters are primarily used for Domestic applications such as Fan and Light. For critical IT Project only an On-Line UPS is suitable and the proper solution. (Please find enclosed a comparison chart between an On-Line UPS and Inverter). Hence, request you to provide proper specifications and ratings for On-Line UPS System in lieu of existing specifications Secondly, 2.5KVA and 3.5KVA are non-standard ratings and should be substituted with nearest standardized ratings, i.e. 3 KVA and 5 KVA	<p>Corrigendum: Replace the provision at para 10(a) (i)(6) with the following:</p> <p>The SPA shall be responsible for the supply of <u>UPS-Inverter</u> power backup equipment for minimum four (4) hours of backup, including supply of required batteries with connectors and battery rack, setting up the UPS-Inverter, provide maintenance support. The UPS Inverter shall have the following minimum specifications:</p> <ul style="list-style-type: none"> Capacity: Minimum 2.5 KVA Output Format: Pure Sine Wave Operating Frequency: 50Hz or 60Hz with +/-5% Input Voltage: Minimum 120 V; Output Voltage: Minimum 220 V Phase: Single Phase Transfer Time: Less than 5 millisecond Battery: Tubular Technology Battery, Operation Hours: Atleast for four (4) hours of back-up operation (for 2 Computers, 2 USB Flatbed Scanner, 1 multifunctional Printers, network equipment (1 router/ switch) and 2 LED bulbs of 20W each and 2 ceiling Fans) Warranty: 3 years warranty for the repair or replacement of any defective parts of the UPS-Inverter and Battery supplied by the SPA.


#	Reference	Existing Clause	Clarification/Query	Reply
22)	Section VI - Activity Schedule	Para 10 (a) (ii) (6) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals) - For Others (SPA's 'Management-cum-Help Desk Office')	<p>The Specifications provided for "UPS Power Back-up" corresponds to those of a DOMESTIC INVERTER, which is not suitable or utilized for an IT Infrastructure Project based on a WIDE AREA NETWORK. The SPA will have difficulty in ensuring the Project SLA and Uptime requirements.</p> <p>Inverters are primarily used for Domestic applications such as Fan and Light. For critical IT Project only an On-Line UPS is suitable and the proper solution. (Please find enclosed a comparison chart between an On-Line UPS and Inverter)</p> <p>Hence, request you to provide proper specifications and ratings for On-Line UPS System in lieu of existing specifications</p> <p>Secondly, 2.5KVA and 3.5KVA are non-standard ratings and should be substituted with nearest standardized ratings, i.e. 3 KVA and 5 KVA</p>	<p>Corrigendum: Replace the provision at para 10(a) (ii)(6) with the following:</p> <p>The SPA shall be responsible for the supply of <u>UPS-Inverter</u> power backup equipment for minimum four (4) hours of backup, including supply of required batteries with connectors and battery rack, setting up the UPS-Inverter, provide maintenance support. The UPS Inverter shall have the following minimum specifications:</p> <ul style="list-style-type: none"> • Capacity: Minimum 3.5 KVA • Output Format: Pure Sine Wave • Operating Frequency: 50Hz or 60Hz with +/-5% • Input Voltage: Minimum 120 V; • Output Voltage: Minimum 220 V • Phase: Single Phase • Transfer Time: Less than 5 millisecond • Battery: Tubular Technology Battery, • Operation Hours: Atleast for four (4) hours of back-up operation (for 6 Computers, 2 LaserJet multifunctional Printers, network equipment (1 router/ switch) and 4 LED bulbs of 20W each and 3 ceiling Fans) • Warranty: 3 years warranty for the repair or replacement of any defective parts of the UPS-Inverter and Battery supplied by the SPA .
23)	Activity Schedule	Activity Schedule Para (E) (20)- Data, Services and Facilities to be provided by the Client	SNR (Site Not Ready) Clause: Please specify the payment terms in case the site is not ready or is in the process of getting ready.	<p>The exact location of the PFCs will be furnished in the contract agreement. However, most likely it shall be in a Government Office in the location mentioned.</p> <p>As per Activity Schedule para (E) (20): Data, Services and Facilities to be provided by the Client-The required office space (in the offices of the DC, SDO, Circle Offices and Block Offices etc.) for setting up the PFCs will be facilitated by the client before the delivery of the machines (computer & peripherals) under the contract by the SPA, including internal electrical wiring/plug points and also the furniture required for setting up the PFCs (@2 tables, 2 chairs for the PFC operators and 6 chairs for the visitors, per PFC).</p>
24)	Section VI - Activity Schedule	Clause 6- Locations of the PFCs Annex-1 (the Activity Schedule)	Please provide the complete postal address along with PIN Code of the PFCs for conducting feasibility study.	The exact location of the PFCs will be furnished in the contract agreement. However, most likely it shall be in a Government Office in the location mentioned.
25)	Section VI - Activity Schedule	<p>Insurance coverage charges for the equipment in PFCs.</p> <p>10 (e) Provisioning of Machines (Computer & Peripherals)</p> <p>The SPA shall have to take adequate insurance to cover (during the contract period) for accidental damage and thefts for all the assets/machines (including computer & peripherals) supplied and installed at the PFCs by the SPA for 3 years</p>	Request you to change the clause since Insurance coverage for accidental damage will only be covered by the insurance company till the time the right to ownership is held by the service provider. Once the materials are delivered and accepted by your office/receiver, the right of ownership is changed and insurance coverage is discontinued.	<p>As per para 10(e) [page 47] - The SPA shall have to take adequate insurance to cover (during the contract period) for accidental damage and thefts for all the assets/machines (including computer & peripherals) supplied and installed at the PFCs by the SPA for 3 years.</p> <p>As per SCC clause 3.4(iv) [page 72] - Insurance for the machinery (computer & peripherals) supplied & installed by the SPA, with a minimum coverage equivalent to 1.5 times the amount quoted by the SPA for the machinery.</p> <p>Corrigendum: The beneficiary of the insurance shall be the client i.e. the State Project Director, ARIAS Society.</p>

#	Reference	Existing Clause	Clarification/Query	Reply
26)	Section VI - Activity Schedule	Clause 10. Provisioning of Machines (Computer & Peripherals) [page 44] (i) For each PFCs- Power Backup- 2.5KVA (77 Nos.) (1 Inverter & 3 Batteries) (ii) For Others (SPA's 'Management-cum-Help Desk Office')	The Specifications provided for "UPS Power Back-up" corresponds to those of a DOMESTIC INVERTER, which is not suitable or utilized for an IT Infrastructure Project based on a WIDE AREA NETWORK. The SPA will have difficulty in ensuring the Project SLA and Uptime requirements. Inverters are primarily used for Domestic applications such as Fan and Light. For critical IT Project only an On-Line UPS is suitable and the proper solution. (Please find enclosed a comparison chart between an On-Line UPS and Inverter) Hence, request you to provide proper specifications and ratings for On-Line UPS System in lieu of existing specifications Secondly, 2.5KVA and 3.5KVA are non-standard ratings and should be substituted with nearest standardized ratings, i.e. 3 KVA and 5 KVA	Corrigendum: Replace the provision at para 10(a) (i)(6) with the following: The SPA shall be responsible for the supply of UPS-Inverter power backup equipment for minimum four (4) hours of backup, including supply of required batteries with connectors and battery rack, setting up the UPS-Inverter, provide maintenance support. The UPS Inverter shall have the following minimum specifications: <ul style="list-style-type: none">• Capacity: Minimum 2.5 KVA• Output Format: Pure Sine Wave• Operating Frequency: 50 Hz +/-1x 50Hz +/-1• Input Voltage: Minimum 120 V;• Output Voltage: Minimum 220 V• Phase: Single Phase• Transfer Time: Less than 5 millisecond• Battery: Tubular Technology Battery,• Operation Hours: Atleast for four (4) hours of back-up operation (for 2 Computers, 2 USB Flatbed Scanner, 1 multifunctional Printers, network equipment (1 router/ switch) and 2 LED bulbs of 20W each and 2 ceiling Fans). Warranty: 3 years warranty for the repair or replacement of any defective parts of the UPS-Inverter and Battery supplied by the SPA
27)	Section VI - Activity Schedule	Para 10 (a) (i) (4) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals)- For each PFCs- Multi-Function Printer (MFP)		Corrigendum: Replace the specification at para 10(a) (i)(4) of the Activity Schedule with the following: MFP Printer: The <u>Inkjet</u> Wireless MFP Printer shall have the facility for Print, Scan & Copy, at least 20 PPM (Black & White, A4 size paper) or Higher, shall have refillable ink tank. The device shall be compatible both with Open Source Linux and Windows operating systems. The printer shall also be functional on wire in case wireless port fails. Connectivity: Wifi, USB and Ethernet. Warranty: 3 years warranty for the repair or replacement of defective parts of the MFP Printer. The SPA shall be responsible for the setup, maintenance and support for MFP Printer installed at the PFCs during the contract period. The SPA shall also be responsible for refilling/replacing the printer cartridges and other consumables (i.e. A4 paper) whenever needed. Quantity: 1 (one) no. per PFC. <i>(The SPA shall not quote for the consumables in the quoted rates, but instead quote for printing cost of acknowledgement receipts to be issued to the citizens on per A4 page basis)</i>
28)	Section VI - Activity Schedule	Para 10 (a) (i) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals)- For each PFCs		Corrigendum: Insert the following as Para 10 (a) (i) (9) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals)- For each PFCs (page 45):- Flatbed Color Image Scanner: Flatbed Color Image Scanner, USB Powered, Optical Resolution: 4800 x 4800 dpi scanning, USB Connectivity, Scan Speed: Below 10 sec, Document size: A4/Letter (216x297 mm). The device shall be compatible both with Open Source Linux and Windows operating systems; Quantity: 2 (two) nos. per PFC
29)	Section VI - Activity Schedule	Para 10 (a) (i) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals)- (i) For each PFCs - All in one Desktop Computers [page 44]		Corrigendum: Replace the Specification of Processor for All in one Desktop Computers with the following: "Processor: 64 Bit, Minimum Dual Core Processor of Minimum 2.4 GHz Frequency or higher, 4MB Cache or higher" Delete the following provision from the Technical Specification for All in one Desktop Computers: "Slots: 3 PIC/PCI Express Slots"

#	Reference	Existing Clause	Clarification/Query	Reply
30)	Section VI - Activity Schedule	Para 10 (a) (ii) of the Activity Schedule: Provisioning of Machines (Computer & Peripherals)- For Others (SPA's 'Management-cum-HelpDesk Office')- All in one Desktop Computers [page 45]		<p>Corrigendum: Replace the Specification of Processor for All in one Desktop Computers with the following: "Processor: 64 Bit, Minimum Dual Core Processor of Minimum 2.4 GHz Frequency or higher, 4MB Cache or higher" Delete the following provision from the Technical Specification for All in one Desktop Computers: "Slots: 3 PIC/PCI Express Slots"</p>
31)	General Query	General Query	<p>2) What will be the criteria of link testing & handover? May we kindly suggest it to remain as pig test?</p> <p>3) Who will be responsible for power & earthing in the room for RF link. It should be the client scope & not the telecom service provider</p> <p>4) Commissioning & billing may be allowed to happen link wise.</p>	<ul style="list-style-type: none"> • This contract would be SLA based. Network connectivity speed in each PFCs will be monitored through NMS. Whatever be the test, connectivity shall be minimum 4 Mbps for Download and Minimum 1 Mbps for Upload. • Power supply and electrical earthing will be provided by the client. • Commissioning & billing would be PFC wise.
32)	General Query	General Query	<p>1) Processor: We would request you to mention 8th Generation processor which is currently available in market.</p> <p>2) Chipset and Motherboard: We would request you to specify compatible chipset with OEM Logo embossed on the motherboard. No stickers allowed. This is to remove chances of getting refurbished materials used in these components.</p> <p>3) Display: In regard to AIO, 21.5" is industry standard with resolution of 1920x1080 or above.</p> <p>4) Power Supply: Please mention maximum 90W power supply with 85% and above efficiency.</p> <p>5) Certifications: Please include industry standard certifications- EPEAT GOLD, ENERGY STAR, UL, FCC, ROHS, ISO 9001, 14001, 27001 and 20001.</p> <p>6) Warranty: Please take an undertaking from OEM that the warranty will be from OEM side for comprehensive onsite 3 years. This should be signed by a person having POA in the OEM which should be part of bid.</p>	<p>The specifications given are the Minimum. Hence there shall not be any change.</p> <p>The specifications shall not give such micro details/requirements. Hence there shall not be any change.</p> <p>The specifications given are the Minimum. Hence there shall not be any change.</p> <p>The Power Supply shall be as required. Hence there shall not be any change.</p> <p>The specifications shall not give such micro details/requirements. Hence there shall not be any change.</p> <p>The warranty service shall be provided by the bidder or his sub-consultants.</p>
33)	Annex-1 (the Activity Schedule)	<p>Payment Terms & conditions and related Service Level Agreement (SLA)</p> <p>1. The SPA shall have to quote the unit bid prices exclusive of taxes for each of the following line items:</p>		<p>Payment Terms & conditions and related Service Level Agreement (SLA)</p> <p>1. The SPA shall have to quote the unit bid prices exclusive of taxes for each of the following line items as per the revised Price Schedule Part-A to be provided with the Corrigendum to the Bidding Document and as per the Price Schedule Part-B of the Bidding Document. (The Bidder shall quote for all the 77 PFCs or else the bid will be rejected):</p>
34)		<p>9. Number of PFCs to be setup: The number of PFCs to be setup is 77 (Seventy Seven). However, the number of PFCs may be increased or decreased (by 15% +ve or -ve) during the contract period. The bid prices to be quoted by the SPA shall be on the per PFC basis as per the format given in the bidding document. The client may ask SPA to redeploy one or more PFC(s) (including the manpower, the equipment, etc.) to another location. In such case, SPA shall redeploy the PFC(s) at the location identified by the client and the minimal transportation cost will be paid separately by the client.</p>		<p>Number of PFCs to be setup: The number of PFCs to be setup is 77 (Seventy Seven). The Bidder shall quote for all the 77 PFCs or else the bid will be rejected. However, the number of PFCs may be increased or decreased (by 15% +ve or -ve) during the contract period. The bid prices to be quoted by the SPA shall be on the per PFC basis as per the format given in the bidding document. The client may ask SPA to redeploy one or more PFC(s) (including the manpower, the equipment, etc.) to another location. In such case, SPA shall redeploy the PFC(s) at the location identified by the client and the minimal transportation cost will be paid separately by the client.</p>

#	Reference	Existing Clause	Clarification/Query	Reply
35)	Part 3-Contract	(8) Settlement of Disputes	It is suggested that, provisions of Arbitration and Conciliation Act, 1996 be referred in relation to Arbitration proceeding and appointment of Arbitrator	Please refer to Section-VIII, Special Conditions of Contract clause 8.2.4, wherein it is mentioned that - The arbitration procedures of Arbitration and Conciliation Act, 1996 (as amended) of India shall be used in case of Indian Bidders. However, in case of Arbitration with Foreign firms, the arbitration procedures should be as per UNCITRAL procedures and the venue for arbitration shall be neutral or as mutually agreed during contract signing.
36)	Section VIII-Special Conditions of Contract (SCC)	Clause 3.9: The performance security shall be 10% of the contract value to be furnished in the form of an unconditional Bank Guarantee in the form provided in the bidding document or another form acceptable to the Purchaser.	Do performance security acceptable from any of the consortium partner?	Performance Security of a JV must be in the name of the JV that submits the bid.
37)	Section VIII-Special Conditions of Contract	Payment for Supply & installation of the Machines (Computers & Peripherals): 6.4.3- Interim Payments- f (ii): The balance Thirty percent (30%) of the payment for the supply the Machines (computers & peripherals) will be paid by the client over a period of 36 months and shall be linked to the following SLA:	We request you to change the payment terms to 90 % on delivery & 10% on successful completion of project, The 10% can however be released to the service provider in lieu of a non-conditional bank guarantee. Since holding 30% payment for 36 months will only force bidders to charge high rate of interest on the balance amount resulting in very high TCO.	There shall be no change to the payment clause, except as mentioned in the Minutes.
38)	Section VIII-Special Conditions of Contract	SCC clause 6.4: Terms & Conditions of Payment: 6.4.2 (f):		Corrigendum: Delete the following clause: SCC clause 6.4 (f): After the end of each calendar month, the Service Provider Agency (SPA) shall submit its bill/invoice for the data validated by the Data Qualification Consultant (An organization, Consultant or Agency) on the basis of rates determined in the manner provided in SCC 6.4.2 below, to the said Consultant who after verification and indicating deductions due from the payment will forward the certified bill to the Employer for arranging payment. The Employer shall make payment within 30 (thirty) days of the date of receipt of bill by the Data Qualification Consultant
39)	General Query		Please suggest to whom Invoices are to be submitted and who is responsible for payment to SPA?	Please refer to the provisions in the para 14(c) of the Activity Schedule at page 53 and also clause 6.4.3 (a & b) at page 73, of the Specials Conditions of Contract. The SPA shall submit PFC wise & District Wise monthly bills (both soft & hard copy) to the client or his Authorized Agent, and the invoice shall have to be certified by the Authority of the DeGS/ Deputy Commissioner or his authorized agent. The payment by the client or his Authorized Agent. Please refer to clause 6.4.3(d) at page 73 -Payment to the SPA for the Remuneration of PFC Operators and the Internet Connectivity based on the achievement of the SLA shall be made by the client through the respective Authority of the DeGS on a monthly basis. However, the payment to the SPA for other elements of the contract agreement will be made by the client on quarterly basis based on the achievement of the SLA by the SPA
40)	General Query	Limitation of Liability	Please include the clause "Notwithstanding the other provisions of this Agreement, in no event shall the either party be liable to the other party or any third party for a monetary amount greater than the Annual value of Agreement pursuant to RFP. Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that	There shall be no change to the provisions in the Bidding Document in this regard.

#	Reference	Existing Clause	Clarification/Query	Reply
			party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose."	
41)	Section III- Bidding Forms	Price Schedule (Part-B) 1. Internet Connectivity of atleast 4Mbps	Request you to remove connectivity from the schedule, since TRAI guidelines states, only Telcos, ISPs and sub ISPs are allowed to deal in Internet/MPLS connectivity. Since only Telcos and ISPs can deal and collect connectivity payments directly and responsible for connectivity SLAs, Bidders will only be forced to get into a Joint Venture with ISPs and Telcos to bid for the project. Joint Venture also restricts multiple bidder participation.	The potential bidders are encouraged to be innovative in their proposed services, so as to provide the most reliable, robust and cost-effective solution using various media and/or technologies or failover options and quote their prices accordingly. Corrigendum: The Internet Connectivity speed shall be minimum 4 Mbps for Download and Minimum 1 Mbps for Upload
42)	Price Schedules			Corrigendum: Revised Price Schedules is being issued along with the Corrigendum for (i) Inkjet MFP, (ii) Flat Bed Scanner, (iii) UPS-Inverter etc.
43)		Last date of submission of bid		Please refer to the corrigendum being issued for extension of last date of submission to 29th March, 2019


01/03/19

(Vinod Seshan, IAS)
State Project Director, ARIAS Society