

RFP for Selection of Project Management Consultant (PMC) for Implementation project work in the State of Gujarat under Gujarat Fibre Grid Network Limited

Bid Number : GEM/2023/B/3234838 Dated: 28-03-2023.

(Corrigendum No- 1) Date: 28-03-2023.

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
1.		Bid Submission	Bid End Date/Time 28-03-2023 11:00:00	We request you to kindly grant an extension of 2 weeks from the release of corrigendum.	Extended upto 10/04/2023
2.	13	Profile of Consultant	<p>Sr. Consultant (Infra) /Technical expert - 1 resource</p> <ul style="list-style-type: none"> - Minimum Education Qualification/certification <ul style="list-style-type: none"> o BE/B.Tech (EC/IT/Telecom Engineer or equivalent/Computer Science)/MCA with certifications like CCIE (Cisco)/CCNP (Cisco)/JNCIE- ENT (Juniper)/Network+(CompTIA)/WCNA(Wireshark) or equivalent - Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: Minimum 10+ Years of Experience in Network Consulting or worked as a network architect, system administrator, security specialist or a related work specialist in the Telecom Industry. 	<p>We request you to kindly modify the clause as following:</p> <p>Sr. Consultant (Infra) /Technical expert - 1 resource</p> <ul style="list-style-type: none"> - Minimum Education Qualification/certification <ul style="list-style-type: none"> o BE/B.Tech (EC/IT/Telecom Engineer or equivalent/Computer Science)/MCA with certifications like CCIE (Cisco)/CCNP (Cisco)/JNCIE- ENT (Juniper)/Network+(CompTIA)/WCNA(Wireshark) or equivalent - Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: Minimum 10+ Years of Experience in Network Consulting /network architect / system administrator/ security specialist or a related work specialist in the Telecom Industry. 	No change. As per bid
3.	13	Profile of Consultant	<p>Sr. Consultant (Commercial operation and Business Development) – 1 resource</p> <ul style="list-style-type: none"> - Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: 7 years 	<p>Request you to kindly modify the clause as following:</p> <p>Sr. Consultant (Commercial operation and Business Development) – 1 resource</p> <ul style="list-style-type: none"> - Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: 7 5-7 years 	No change. As per bid
4.	13-14	Profile of Consultant	<p>Sr. Consultant (Tendering, Procurement, MIS and Bussiness communication) – 1 resource</p> <ul style="list-style-type: none"> Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: Minimum 7 Years in IT/ITeS/Telecom Consulting (Bid Process Management) 	<p>Request you to kindly modify the clause as following:</p> <p>Sr. Consultant (Tendering, Procurement, MIS and Business communication) – 1 resource</p> <ul style="list-style-type: none"> Minimum Experience and Skill Level requirement <ul style="list-style-type: none"> o Total Experience: Minimum 10 Years o Relevant Experience: Minimum 7 5-7 Years in IT/ITeS/Telecom Consulting (Bid Process Management) 	No change. As per bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum		
5.	16	Eligibility Criteria	<table border="1"> <tr> <td>The Bidder should have successfully executed, at least 5 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 1 Crore.</td> <td>Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.</td> </tr> </table>	The Bidder should have successfully executed, at least 5 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 1 Crore.	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.	<p>1. We request you to kindly modify the clause as: "The Bidder should have executed/ executing , at least 5 projects of consultancy in India for at least 3 5 Years as on date of submission of bid having a value more than 1 Crore. "</p> <p>2. We request you to clarify the 'Certificate of Incorporation.' Is of bidder or client?</p>	No change. As per bid
The Bidder should have successfully executed, at least 5 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 1 Crore.	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.						
6.	17	BID EVALUATION PROCESS	<table border="1"> <tr> <td>4. The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. <ul style="list-style-type: none"> Turnover 100 Cr to 250 Cr. : 2 marks Turnover More than 250 Cr to 500 Cr :3 marks More than 500 Cr: 5 marks </td> <td>5</td> </tr> </table>	4. The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. <ul style="list-style-type: none"> Turnover 100 Cr to 250 Cr. : 2 marks Turnover More than 250 Cr to 500 Cr :3 marks More than 500 Cr: 5 marks 	5	<p>We request you to kindly modify the clause as:</p> <p>The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service.</p> <ul style="list-style-type: none"> Turnover 100 Cr to 200 Cr. : 2 marks Turnover More than 200 Cr to 300 Cr :3 marks More than 300 Cr: 5 marks 	No change. As per bid
4. The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. <ul style="list-style-type: none"> Turnover 100 Cr to 250 Cr. : 2 marks Turnover More than 250 Cr to 500 Cr :3 marks More than 500 Cr: 5 marks 	5						
7.	17	BID EVALUATION PROCESS	<table border="1"> <tr> <td>5. Personnel interview of proposed manpower w.r.t experience and the job responsibilityW</td> <td>50</td> </tr> </table>	5. Personnel interview of proposed manpower w.r.t experience and the job responsibilityW	50	<p>1. Requesting clarification on the marks distribution for personnel interview.</p> <p>2. There is no description of Job Responsibilities that shall be evaluated during interview process</p> <p>3. We seek further clarification as to how the marks will be distributed among the resources.</p>	No change. As per bid
5. Personnel interview of proposed manpower w.r.t experience and the job responsibilityW	50						
8.	21	Service Level Agreement & Penalties	<p>Replacement of resources:</p> <p>In order to maintain continuity, resources initially deployed are not to be replaced during the tenure of the contract. In case resources are replaced with new resources, penalties will apply.</p> <ul style="list-style-type: none"> 1st replacement – Rs. 50,000 2nd – 3rd replacement – Rs. 1,00,000 per replacement 4th – 6th replacement – Rs. 2,00,000 per replacement 	<p>It is Bidder's responsibility to depute the competent resource as defined in RFP. Also, in many cases, Bidder may require replacing the resource due to various reasons like family emergency, medical emergency, other Professional and Personal reason etc.</p> <p>So, looking to the above, Bidder, at its discretion, may change/replace the resources in line with RFP requirement under intimation and approval of GFGNL. In such cases, 30 days buffer time will be given to Bidder to provide the replacement.</p> <p>Requesting to amend this clause as under :</p> <p>" The replacement of resources by the selected bidder after deployment will be allowed with the intimation and approval of GFGNL. In such cases, selected bidder must intimate GFGNL in advance and ensure proper knowledge</p>	No change. As per bid		

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum																																		
				transfer should be done with replacement resources. Bidder is required to replace the resource within 30 days of buffer time of exit of resource. No penalty will be levied on Bidder during said buffer periods."																																			
9.	GEM Portal		<p>As per GeM Portal the experience required for all the resources and the details as provided in RFP are different</p> <p>Technical Specifications/तकनीकी विनिर्देश</p> <table border="1"> <thead> <tr> <th>Specification</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td colspan="2">Core</td> </tr> <tr> <td>Consulting Category/ Stream</td> <td>Sr Consultant InfraTeam Leader Technical expert</td> </tr> <tr> <td>Consultant's Profile</td> <td>Sr Consultant InfraTeam Leader Technical expert</td> </tr> <tr> <td>Indicative generic Qualification of consultants/ resources/ SME</td> <td>As per scope document attached</td> </tr> <tr> <td>Proof of Concept (POC) Required</td> <td>NA</td> </tr> <tr> <td>Total Experience of Consultants/ Resources (in Years)</td> <td>10 to 14 Year</td> </tr> </tbody> </table> <p style="text-align: right;">3/7</p> <p>Technical Specifications/तकनीकी विनिर्देश</p> <table border="1"> <thead> <tr> <th>Specification</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td colspan="2">Core</td> </tr> <tr> <td>Consulting Category/ Stream</td> <td>Sr Consultant Commercial operation</td> </tr> <tr> <td>Consultant's Profile</td> <td>Sr Consultant Commercial operation</td> </tr> <tr> <td>Indicative generic Qualification of consultants/ resources/ SME</td> <td>As per scope document attached</td> </tr> <tr> <td>Proof of Concept (POC) Required</td> <td>NA</td> </tr> <tr> <td>Total Experience of Consultants/ Resources (in Years)</td> <td>10 to 14 Year</td> </tr> <tr> <td>Deployment of Consultants/Resource</td> <td>Onsite</td> </tr> <tr> <td>Certifications</td> <td>Other Certification as indicated in BID</td> </tr> <tr> <td colspan="2">Addon(s)</td> </tr> </tbody> </table>	Specification	Values	Core		Consulting Category/ Stream	Sr Consultant InfraTeam Leader Technical expert	Consultant's Profile	Sr Consultant InfraTeam Leader Technical expert	Indicative generic Qualification of consultants/ resources/ SME	As per scope document attached	Proof of Concept (POC) Required	NA	Total Experience of Consultants/ Resources (in Years)	10 to 14 Year	Specification	Values	Core		Consulting Category/ Stream	Sr Consultant Commercial operation	Consultant's Profile	Sr Consultant Commercial operation	Indicative generic Qualification of consultants/ resources/ SME	As per scope document attached	Proof of Concept (POC) Required	NA	Total Experience of Consultants/ Resources (in Years)	10 to 14 Year	Deployment of Consultants/Resource	Onsite	Certifications	Other Certification as indicated in BID	Addon(s)		<p>Request you to please modify the requirement details on the portal similar to the details updated in the RFP. So as to ensure the compliance clearance with organizations Legal & Risk Team</p>	<p>The bidder to consider as per the RFP attached to the bid. On GeM, it is predefined so unable to change in it.</p>
Specification	Values																																						
Core																																							
Consulting Category/ Stream	Sr Consultant InfraTeam Leader Technical expert																																						
Consultant's Profile	Sr Consultant InfraTeam Leader Technical expert																																						
Indicative generic Qualification of consultants/ resources/ SME	As per scope document attached																																						
Proof of Concept (POC) Required	NA																																						
Total Experience of Consultants/ Resources (in Years)	10 to 14 Year																																						
Specification	Values																																						
Core																																							
Consulting Category/ Stream	Sr Consultant Commercial operation																																						
Consultant's Profile	Sr Consultant Commercial operation																																						
Indicative generic Qualification of consultants/ resources/ SME	As per scope document attached																																						
Proof of Concept (POC) Required	NA																																						
Total Experience of Consultants/ Resources (in Years)	10 to 14 Year																																						
Deployment of Consultants/Resource	Onsite																																						
Certifications	Other Certification as indicated in BID																																						
Addon(s)																																							

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
				or not the likelihood of such loss or damage was contemplated	
11.			Additional Clause: Limitation of the Bidder's Liability towards the Purchaser	The Client (and any others for whom Services are provided) shall not recover from the Bidder, 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	As per GeM GTC
12.			Additional Clause: Indemnity	The Client shall indemnify and hold harmless the GT Entities and GT Bharat LLP for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such GT Entity or GT Bharat LLP	As per GeM GTC
13.			Additional Clause: Non-solicitation	During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for those Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools	As per GeM GTC
14.			Additional Clause: Force Majeure	Force Majeure to facilitate remote working.	As per GeM GTC

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
				<p>i. To the extent that the provision of the Services is impacted by a pandemic (including COVID19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>ii. Where the Bidder Personnel are required to be present at Client's premises, the Bidder will use reasonable efforts to provide the Services on-site at Client side, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent</p> <p>a. any government or similar entity implements restrictions that may interfere with provision of onsite Services;</p> <p>b. either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or</p> <p>c. an bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	
15.			Additional Clause: Retention of Copies	<p>Request you to kindly consider the clause as under:</p> <p>The Bidder shall be permitted to retain all information and documents as maybe required for legal or professional regulatory purposes, provided that such retained information remains subject to confidentiality obligations for the entire retention period.</p>	As per GeM GTC
16.			Additional Clause: Non-Exclusivity	<p>Request you to kindly consider the clause as under:</p> <p>It is agreed that the services are being rendered on a non-exclusive basis and the Bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.</p>	As per GeM GTC

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
17.		Eligibility Criteria 3	The Bidder should have successfully executed, at least 5 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 1 Crore	This clause is restrictive in nature. Being an International firm, we have expertise to execute projects of similar nature. It is suggested that this clause be modified to " The Bidder should have successfully executed, at least 3 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 0.75 Crore".	No change as per bid.
18.		Eligibility Criteria 8	No Consortium will be allowed.	This clause is restrictive in nature for international firms with international experience but restricted capability in India. It is requested that consortium bidding be permitted	No change as per bid.
19.		Technical Evaluation Criteria Bid	The Bidder should have demonstrable experience of designing/consultancy/advisory service for at least 5 such projects. • 5 Project: 2 marks • 6-8 Projects: 4 marks • 9-10 Projects: 6 marks	This clause is restrictive in nature for international firms with international experience but restricted capability in India. It is requested that this clause be modified to The Bidder should have demonstrable experience of designing/consultancy/advisory service projects(0.75 cr and above). • 2 Project: 2 marks • 3--5 Projects: 4 marks • >5 Projects: 6 marks	No change as per bid.
20.		Technical Evaluation Criteria Bid	The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. • Turnover 100 Cr to 250 Cr.: 2 marks • Turnover More than 250 Cr to 500 Cr :3 marks • More than 500 Cr: 5 marks	Requesting you to kindly clarify if the Turn Over is Global or India Turnover. In case of India Turn Over, it is requested that the same may please be modified to The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020- 21, 2021-22) from Consultancy Service. • Turnover 10 Cr to 25 Cr.: 2 marks • Turnover More than 25 Cr to 50 Cr :3 marks • More than 50 Cr: 5 mark	No change as per bid.
21.			Scope of Work 4. Project Management & Monitoring Activities: d. Identification of KPIs, design and delivery of MIS / Project Progress reports on set schedule, facilitate holding of weekly/fortnightly review meetings / will advise and facilitate towards compliances with the nodal agency for BharatNet project in Government of India, and other statutory authorities for various legal and other compliances. (Page 12) During Project tenure, bidder may take a help of its available resources/experts in its organization for various subject matter works like legal vetting, Finance, pricing table preparation etc., without any additional cost to the tenderer, in addition to the minimum onsite resources asked above. (Page 14)	Request to remove the Legal services clause as a firm we cannot directly or indirectly provide legal services.	No Change as per bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
22.			The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. o Turnover 100 Cr to 250 Cr.: 2 marks o Turnover More than 250 Cr to 500 Cr :3 marks o More than 500 Cr: 5 marks	The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. o Turnover 100 Cr to 250 Cr.: 2 marks o Turnover More than 250 Cr to 500 Cr :3 marks o More than 500 Cr: 6 marks As max mark is 6 for above mentioned criteria.	Revised: o Turnover 100 Cr to 250 Cr.: 2 marks o Turnover More than 250 Cr to 500 Cr :3 marks o More than 500 Cr: 6 marks
23.	Page no. 16	Point no. 5 of Eligibility Criteria of RFP.	The Bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment Please attach the copy of any one of the following: Property tax bill / Electricity Bill / Telephone Bill / VAT / GST Registration /Lease agreement.	Please allow Self-Declaration from the bidder as proof of address.	No Change. As per Bid
24.	Page no 6	Bid Control Sheet Point no 10	Deadline for physical submission of EMD, bid fee, pre-qualification, and technical bid (2 copies)- As per GeM bid	Please clarify if the bid needs to be submitted online or offline or both.	On line
25.	Page no 6	Bid Control Sheet Point no 11	Date, time, and venue of opening of pre-qualification bid- As per Gem	Request to clarify the mode of opening the bid	On Line
26.	Page no. 17	Point no. 5 of technical bid evaluation of RFP.	Personnel interview of proposed manpower w.r.t experience and the job responsibility	Please reduce the Max. Marks of the line item to 25 from 50. Request you to please allot the 55 marks to the Approach and Methodology (point no. 7) line item	No Change. As per Bid.
27.	Page no. 12	Section 2.4 (a) of RFP.	Contract Monitoring: Project Infrastructure	Please clarify whether contract monitoring of infrastructure is pertinent to be based out of GHQ or GPs/ block infrastructure falls in the category	Contract monitoring shall be of all regional location where Bharat Net Phase II availability.in future it may be increase based on expansion of the connectivity/Project
28.	Page no. 12	Section 2.4 (c) of RFP.	Bidder selected through this RFP is responsible for monitoring of all types of O&M activities at Headquarter i. e Gandhinagar including O&M of state NOC	Please clarify; whether monitoring of O&M activities and NOC handling will be in the scope of consultants or MSIs who are responsible for implementation and O&M of Infra and NOC in both the packages	Bidder selected through this RFP is responsible to

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
					consult/advise State NOC O&M agency
29.	Page no. 12	Section 2.4 (e) of RFP.	Preparation of various MIS Reports on daily, weekly, monthly basis	More clarity is required on various types of MIS reports to be prepared and shared by the consultants, so that it can be ascertained whether a junior team member with lower experience profile to deliver this work activity would be required	Asked candidate have desire skill to design various MIS Report as per GFGNL Team it may include but not limited to progress of New GP Lit up, H-Connectivity status, O&M , Network Up gradation etc.
30.	Page no. 12	Section 2.3 (g) of RFP.	Programming functions, designing networks and systems, and allocating resources as required	Please clarify the role of management consultant with respect to programming function and allocation of resources as required to be hired through this RFP (Assumption is that it is part of IP/CPE Provisioning, Configuration, and resource allocation such as IP, Port etc.)	Designing Networks and system, Planning and designing network. Provide the consultation on improvement process and network availability.
31.		Section 2.3: Technology Consultation Point no g, h and i Section 2.4: Project Management & Monitoring Activities Point no g	-Programming functions, designing networks and systems, and allocating resources as required -Manage/plan and monitor the installation of network infrastructure equipment including switches, routers, wireless, and security appliances at client sites -Assist to monitor and test systems and peripherals, and troubleshoot problems -Electronic verification of Installation, commissioning for UAT and FAT of the various Project components	The mentioned work requires multiple domain expertise and cannot be handled by 1 resource Request to add 1 more resource below expertise <ul style="list-style-type: none"> Network Solution Architecture: WAN Infrastructure related design (Add New PoP, Integrate Bharatnet Phase 1 etc.) Customer Solution Architecture: Enterprise (B2C) and B2B Customer Solutions with Customer Tech team and Internal Teams) Enterprise IT Lan Design Architect: (Internal LAN includes router switches and, other DC Components IP Provisioning and CPE Configuration for Customer Order Activation 	No Change. As per bid.
32.		Profile of Consultants. Serial no. 1 Page no. 13 Section 8: Financial bid	Sr. Consultant (Technical expert (BE/B.Tech (EC/IT/Telecom Engineer or equivalent/ computer Science)/ MCA With certifications like CCIE (Cisco)/ CCNP, (Cisco)/ JNCIE- ENT (Juniper)/ Network+ (CompTIA)/ WCNA (Wireshark) or equivalent	Request to remove Team leader from financial bid as not mentioned in Profile of consultants	Kindly Consider Team Leader as Sr. Consultant(Technical expert)

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
		point no. 1: Sr. Consultant (Infra)/ Team leader/ Technical Expert			
33.		Profile of Consultants. Serial no. 3	3.3 Sr. Consultant (Tendering, Procurement, MIS, and Business communication) Resource Minimum Experience and Skill Level requirement Working knowledge in telecommunications, cable/conduit routing, equipment rack layouts, floor plans, and data centre projects strongly preferred.	a. The profile for Tendering, Procurement, MIS, and Business communication comes from management, financial and strategy background. Hence, request you to amend the job description as it is ambiguous in nature and asking for technical expertise Request to reduce relevant total experience to 5 years	No Change. As per Bid.
34.		Section 3: Profile of Resources Point no 3.3	-The resources should be deployed onsite at GFGNL. -The resources should be available as per the GFGNL working day's office timing. -The resources shall be allowed to take 24 leaves per calendar year with prior notification to GFGNL	Sr. Consultant (Tendering, Procurement, MIS, and Business communication) • Basis the job description given, it is understood, that only this profile is required to be onsite Please clarify, if other two consultants can work on On-Site/Off-Site Model	All 3 asked resources should be deployed onsite at GFGNL. -The resources should be available as per the GFGNL working day's office timing.
35.	Page no. 20	Section 7- Service Level Agreement: Point no: 7.3	SLA: Manpower Availability: Penalty for Non-performance in required Service Levels/ Standards Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation State/Central Guidelines, shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence	<ul style="list-style-type: none"> • Please clarify if the delay is attributable to SIA/PIA, how would GFGNL address the same. KPIs for nonperformance to be defined and agreed jointly • Request you to please reduce the penalty to INR 10,000 for maximum of 1 instance in a quarter. • Request you to please cap the overall penalty value 5% of contract value. 	No Change. As per Bid
36.	Page no. 20	Section 7- Service Level Agreement: Point no: 7.3	Monthly Payment = Monthly Payment Value x Actual Man-days available in the Month/Total Man-days in the Month	Please clarify that, 24 leave days are considered as Actual man days available in a year	Upto Permissible 24 leave will not impact monthly payment
37.	Page no. 21	Point no 7.4.	Replacement of resources: To maintain continuity, resources initially deployed are not to be replaced during the tenure of the contract. In case resources are replaced with new resources, penalties will apply.	Request to reduce the penalty as below: INR 10,000 for 1st replacement INR 20,000 for 2nd -3rd replacement INR 30,000 for 4th- 6th replacement	No Change. As per Bid.

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
			<input type="checkbox"/> 1st replacement – Rs. 50,000 <input type="checkbox"/> 2nd – 3rd replacement – Rs. 1,00,000 per replacement <input type="checkbox"/> 4th – 6th replacement – Rs. 2,00,000 per replacement	We are making this request since certain aspects related to attritions, retention of resources cannot be controlled beyond certain aspects due to conditions prevailing in the market	
38.	Page no. 17	Section 5.1 (A)	<p>(B) Technical Bid Evaluation:</p> <p>3.The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. Turnover 100 Cr to 250 Cr.: 2 marks Turnover More than 250 Cr to 500 Cr :3 marks More than 500 Cr: 5 marks</p>	<p>There should be 6 marks for “More than 500Cr turnover” as maximum marks for the criteria are 6.</p> <p>The clause should be amended as below,</p> <p>3.The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. Turnover 100 Cr to 250 Cr.: 2 marks Turnover More than 250 Cr to 500 Cr :3 marks More than 500 Cr: 6 marks</p>	<p>Revised:</p> <ul style="list-style-type: none"> o Turnover 100 Cr to 250 Cr.: 2 marks o Turnover More than 250 Cr to 500 Cr :3 marks o More than 500 Cr: 6 marks
39.	Page no. 11	Section 2.2	e) Framing of Marketing Strategy, Sales etc.	<p>We request you to please add a profile with the competencies specified below to provide consultation related to monetization aspects of the program</p> <p>Business Modelling: Monetization Plan, Business Forecasting, Marketing: Marketing Strategy and Sales Strategy</p>	No Change as per Bid
40.	Page no. 12	Section 2.4	s. Purchase of electronic equipment and preparation of budget justifications	<p>Please clarify the role of consultant in purchase related activity. Consultant's profile will be limited to providing required deliverables in terms of documentation and support required for the project. Consultants would not be procuring any tools, equipment etc. to fulfill the requirement, however, will be assisting the department in procurement of required equipment's</p>	No change as per Bid
41.	Page no. 12	Section 2.4	t. Expense management for ongoing telecom expenses	Please clarify the clause	No Change as per Bid
42.	Page no. 14	Section 3: Profile of consultant	During Project tenure, bidder may take a help of its available resources/experts in its organization for various subject matter works like legal vetting, Finance, pricing table preparation etc., without any	Request to exclude legal vetting, from scope of consultant as this is a separate competency	Revised Clause: During Project tenure, bidder may take a help of its available resources/experts in its

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
			additional cost to the tenderer, in addition to the minimum onsite resources asked above.		organization for various subject matter works like vetting, Finance, pricing table preparation etc., without any additional cost to the tenderer, in addition to the minimum onsite resources asked above.
43.	Page no 20	Section 7.1: Activity, timelines, and penalty Point no 2: Deployment of resources	T1 = T + 4 weeks Rs. 20,000/ week delay or part thereof	Request to increase the timeline for deployment of resources to T+ 6 weeks Requesting to please remove the clause related to penalty here	No Change as per Bid
44.		Section 4: Eligibility Criteria Point no 7 and 8	7. Self-certification from bidder/ lead bidder and consortium partner separately 8. No consortium will be allowed	Points contradict each other. Request to remove one Request you to amend point 7 to read as below, 7. Self-certification from bidder	No Change as per bid.
45.		Clause 2.3Technology Consultation -	Designing of the IP/MPLS network architecture/plan	Please amend the clause as per below. Designing of the high level IP/MPLS network architecture/plan	Designing of the high level IP/MPLS network architecture/plan
46.			Performing vulnerability assessment (VA) of IT infrastructure of GFGNL	Is bidder expected to use its own software application for VA? Or GFGNL will provide software application? If bidder has to provide, does GFGNL have any specific requirement / expectation related to software application ?	NO bidder cannot use its own software application for VA
47.	12	Clause 2.3Technology Consultation -	Programming functions, designing networks and systems and allocating resources as required	Request to please provide detailed information on this requirement. What is expected out of Programming functions & allocating resources ? Will any additional resource other than mentioned in RFP be required during contract period ?	As Above.
48.	12	Clause 2.3Technology Consultation -	Manage/plan and monitor the installation of network infrastructure equipment including switches, routers, wireless, and security appliances at client sites	Please specify if GFGNL has thought of any minimum number of field visits to be carried out by PMC team in a month / quarter. If this information can be made available, it will help to plan overall team activities. This is also because it is not finalized if GFGNL has plan	No change as per Bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
				to on-board TSA (<i>Selection of Technical Supervisory Agency (TSA) for audit of field activities, if required.</i>), so GFGNL's expectations from PMC team (in both cases if GFGNL decides to onboard TSA or cancel onboarding of TSA) will help us to plan activities.	
49.			Assist to monitor and test systems and peripherals, and troubleshoot problems	Please provide detailed information on systems and peripherals. What type of testing is expected ?	Details will be provided to selected bidders
50.	Pg-12	Clause - 2.4 Project Management & Monitoring Activites	f.)Define the process of verification and vetting of Delivery, Installation, commissioning, UAT and FAT of the various Project components g.)Electronic verification of Installation, commissioning for UAT and FAT of the various Project components	Defining the process is ok as part of scope of PMC. (1) But what is exact expectation of GFGNL from PMC for Electronic verification ? UAT and field AT of many project components may not be possible only electronically. (2) Will PMC team members have to go on field for UAT & FAT? If yes, please specify if GFGNL has thought of any minimum number of field visits to be carried out by PMC team in a month / quarter. If this information can be made available, it will help to plan overall team activities. This is also because, as per sr. no. - 2.1 (g), it is not finalized if GFGNL has plan to on-board TSA (<i>Selection of Technical Supervisory Agency (TSA) for audit of field activities, if required.</i>), (3) Please clarify which project components will be under PMC scope for verification for UAT and FAT ?	Details will be provided to selected bidders
51.	Pg-12	Clause - 2.4 Project Management & Monitoring Activites	r. Evaluate system performance levels and improve skills as needed	We request GFGNL to provide detailed requirement for this clause. Presently, it is very generic.	No change as per Bid
52.	Pg-13	3.1 Sr. Consultant (Infra) /Technical expert - 1 resource Minimum Education Qualification/cert ification	BE/B.Tech (EC/IT/Telecom Engineer or equivalent/Computer Science)/MCA with certifications like CCIE (Cisco)/CCNP (Cisco)/JNCIE- ENT (Juniper)/Network+(CompTIA)/WCNA(Wireshark) or equivalent	Request to please amend the clause as per below. BE/B.Tech (EC/IT/Telecom Engineer or equivalent/Computer Science)/MCA with certifications like CCNP (Cisco)/CCNA (Cisco)/JNCIE- ENT (Juniper)/Network+(CompTIA)/WCNA(Wireshark) or equivalent	No change as per Bid
53.	Pg-13	3.2 Sr. Consultant (Commercial	BE/B.Tech (EC/IT/Telecom Engineer/Computer Science or equivalent)/MCA with MBA in Marketing/ Finance/ Operations	We suggest to remove requirement of MBA in marketing / finance / operations specifically. Any MBA degree would have marketing subjects and sufficient experience of 10	No change as per Bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
		operation and Business Development) – 1 resource Minimum Education Qualification/certification		years is also demanded, therefore any MBA qualification should be allowed.	
54.	Pg-13	3.2 Sr. Consultant (Commercial operation and Business Development) – 1 resource Minimum Education Qualification/certification	Performed risk management for supply contracts and agreements.	This should be removed from PMC scope as risk management is a wider topic. PMC team will support GFGNL up to the extent possible on this matter.	No change as per Bid
55.	Pg 14		During Project tenure, bidder may take a help of its available resources/experts in its organization for various subject matter works like legal vetting, Finance, pricing table preparation etc., without any additional cost to the tenderer, in addition to the minimum onsite resources asked above.	Request to please remove legal vetting.	As above
56.	Pg 15		During RFP preparation, for legal vetting, pricing table preparation etc., and other terms and conditions clauses, the selected agency can, in addition to the onsite resources take support from other experts in its organization.	Request to please remove legal vetting.	During RFP preparation, for vetting, pricing table preparation etc., and other terms and conditions clauses, the selected agency can, in addition to the onsite resources take support from other experts in its organization.

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
57.	Pg-19	Clause-6. AWARD CONTRACT OF	In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.	How will it be applicable for QCBS bid ?	Point 6 - Award of Contract Clause- 3 stands cancelled.
58.	Pg-20	Clause - 7.1 Activity Timelines & Penalty	Deployment of Resources - Rs 20,000/week delay or part thereof - In case of failure in deployment of the proposed Manpower for 45 days from date of Work Order, TENDERER may terminate the contract and forfeit the PBG.	Total 7 weeks (4+3) is already allowed to deploy resources. After that Rs. 20,000 is the penalty per week. Therefore, termination of contract should not be for "45 days from date of Work Order".	No change. As per Bid
59.	Pg-20	Clause - 7.3 Manpower Availability	Penalty for Non-performance in required Service Levels/ Standards Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation State/Central Guidelines, shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence.	In T&M kind of projects, this clause is too subjective. It will increase risk for the bidder. We request to remove this penalty or at least reduce the amount to Rs. 5,000/- per incidence.	No change.As per Bid
60.	Pg-23	Clause - 7.3 Manpower Availability	Monthly Payment = Monthly Payment Value x Actual Man-days available in the Month / Total Man-days in the Month · Total Man days will be calculated as per the Min. availability. · Monthly Payment value to be derived from the quoted rates Over and above following penalty will also be levied a. Non-availability of resource: Rs. 10,000/ Person per Day	We request GFGNL to give detailed mathematical example of calculation to avoid any ambiguity. We hope that these clauses will come into effect after consumption of allowed 24 leaves. Please clarify.	The resources should be available as per the GFGNL working day's office timing. Upto Permissible 24 leave will not impact monthly payment
61.	Pg-21	Clause - 7.4 Replacement of resources	In order to maintain continuity, the bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation for at-least 1 year from date of issuance of Work Order/deployment. Replacement before 1-year is allowed only in case resource left organization after submitting resignation to organization and an	Replacement before 1-year is allowed in case of resignation of the resource. Will penalty be applied in such case also ? Please clarify.	Yes Penalty will be applied

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
			intimation from the HR team of the selected agency In case resources are replaced with new resources, penalties will apply. o 1st replacement – Rs. 50,000 o 2nd – 3rd replacement – Rs. 1,00,000 per replacement o 4th – 6th replacement – Rs. 2,00,000 per replacement		
62.	Pg-22	Clause - 8 Financial bid	Description of all 3 line items.	Description of all 3 line items are not matching with clause - 3 (profiles).	Revised : Clause 3- Profile of Consultant 3.1. Sr. Consultant (Infra)/Team Leader/ Technical expert
63.		Additional clause to be included in RFP.		It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Request to please consider including below clause: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	No change as per Bid
64.	Pg-24	Clause - 10.2 Intellectual Property Rights	Intellectual Property Rights for any new development made as part of this consultancy service shall lie with GFGNL. Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverable s, etc. If a third party claims that a product / services delivered by the selected consultant to GFGNL infringes that party's patent or copyright, the selected consultant shall defend GFGNL against that claim at his expense and	We request to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. "1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend	No change as per Bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/Corrigendum
			<p>pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement. GFGNL notifies the selected consultant in writing of the claim.</p>	<p>such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <p>a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</p>	
65.	Pg-24	Clause - 10.2 Intellectual Property Rights	<p>Intellectual Property Rights for any new development made as part of this consultancy service shall lie with GFGNL. Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverable s, etc. If a third party claims that a product / services delivered by the selected consultant to GFGNL infringes that party's patent or copyright, the selected consultant shall defend GFGNL against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement. GFGNL notifies the selected consultant in writing of the claim.</p>	<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.</p>	No change as per Bid

S. No	RFP Page No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	Clarifications/ Corrigendum
66.	Pg-20	Clause - 7.1 & 7.3 Activity Timelines & Penalty & Manpower Availability		To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	No change as per Bid
67.		Additional clause to be included in RFP.		To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change as per Bid
68.	Pg-20, 21	Clause - 7.1, 7.3 & 7.4		We request GFGNL to cap the liquidated penalties cumulatively to 5% of the total contract value.	No change as per Bid
69.	Pg.21	Clause - 7.4 Replacement of resources	In case resources are replaced with new resources, penalties will apply.	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	No change as per Bid
70.		Additional clause to be included in RFP.		We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No change as per Bid

