

**Sub:** 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'- **Replies to the 5<sup>th</sup> set of queries on the ICB etc.**

Dear All,

With the reference to the ICB IFB No: ARIASS/ACCSDP/136/2018/32 dated Guwahati the 2nd February, 2019, I would like to furnish the replies to the **5<sup>th</sup> set of queries** made by some of the potential SPAs on the ICB 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' for your information and needful.

Sl	Clause No.	Clarification/Query	PMU's Response
1	Page 65, Clause 3.2.2 & 3.2.3- Conflict of interest	Please provide more clarity to this clause, since clause is not clear.	The clause is as per the Standard Bidding Document of the World Bank and is very clear.
2	General- 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 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	There shall be no change to the provisions in the Bidding Document.
3	Page-66, Clause 3.8.3- Lack of Performance Penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC. - Please specify the maximum penalty in case the service provider defaults on the SLA.	Please refer to SCC clause 3.8.1 read with read with GCC 7.2
4	Page-29, Price Schedule (Part-B)-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.	There shall be no change to the provisions in the Bidding Document. The matter is already responded in the pre-bid minutes (copy available in the website of ARIAS Society)
5	General, SNR (Site Not Ready) Clause	Please specify the payment terms incase the site is not ready or is in the process of getting ready.	The matter is already responded in the pre-bid minutes (copy available in the website of ARIAS Society)
6	Page-74, Payment for Supply & installation of the Machines (Computers & Peripherals):	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 provisions in the Bidding Document.
7	Page-19, 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 in the Turnover requirements.
8	Page-59, No-6, Locations of the PFCs	Please provide the complete postal address along with PIN Code of the PFCs or the LAT/LONG for conducting connectivity feasibility study. Attached documents has locations highlighted which is untraceable through Geo positioning as well. Please help to determine the location to consider proper last mile services.	The matter is already responded in the pre-bid minutes (Sl.24) (copy available in the website of ARIAS Society)
9	Page-20, Insurance coverage charges for the equipment in 1 PFC for 1 Year	Insurance coverage charge for Accidental Damage and Thefts to be provided by the SPA under this contract for one year. 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.	The matter is already responded in the pre-bid minutes (Sl.25) (copy available in the website of ARIAS Society)
10	General- Extension of date of submission	In view of the location feasibility study to be conducted by bidders after your confirmation and due to the impending general election from 11th-23rd April in Assam along with festive holidays of Bihu and Good Friday, It will be very difficult to meet the existing submission timeline of 23rd April. Request you for an extension of 10 Days from exiting submission date to ensure successful preparation of the RFP objectives and submission.	There shall be no further extension of the bid submission deadline.
11	Invitation for Bid (IFB), Page No:-3	Turnover: (b) An annual average turnover in each of the past three years (2017-18; 2016-17 & 2015-16) - Kindly amend the clause considering the size and complex SLA based prestigious project. Turnover: (b) 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 in the Turnover requirements.

Sl	Clause No.	Clarification/Query	PMU's Response
12	Invitation for Bid (IFB), Section VI (C), Page No:-43 , Scope of Services	<b>Internet Connectivity:</b> The SPA shall provide internet connectivity of atleast minimum 4 Mbps (Megabits Per Second) for Download and Minimum 1 Mbps for Upload) at each PFC; - Kindly amend as : Internet connectivity ( 4 Mbps Download and 1 Mbps upload speed desirable) with redundant link from two different ISP at each PFC.	Please refer to the Corrigendum No.-3 to the bidding document issued vide No: ARIAS/ACCSDP/136/2018/99, Dated 11th April, 2019 (available in the website of ARIAS Society)
13	Invitation for Bid (IFB), Section VI (C), Page No:-43 , Scope of Services	Internet Connectivity: The SPA shall provide internet connectivity of atleast minimum 4 Mbps (Megabits Per Second) for Download and Minimum 1 Mbps for Upload) at each. As per TRAI, only Telecom/ISP can 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. Internet charges will be paid to the internet service provider directly based on SLA report. Tripartite agreement shall be signed between ARIASS, SPA and ISP in adherence to TRAI guidelines.	The matter is already responded in the pre-bid minutes (Sl.41) (copy available in the website of ARIAS Society) Further, please refer to the Corrigendum No.-3 to the bidding document issued vide No: ARIAS/ACCSDP/136/2018/99, Dated 11th April, 2019 (available in the website of ARIAS Society)
14	Invitation for Bid (IFB), page no. 53. Clause no. 14 (b) Reporting Requirements	b) 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 been provided by 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.	The matter is already responded in the pre-bid minutes (Sl.19) (copy available in the website of ARIAS Society)
15	Wireless Network Router	Wireless Network Router having Frequency Range 2.4 GHz to 2.497 GHz, Minimum 4 10/100 LAN ports, one 10/100 WAN (Internet) port, IEEE 802.11n/g/b, 5dBi omni-directional External Antenna, Repeater mode- or higher - Please amend the specification as : Wireless Network Router having Frequency Range 2.4 GHz to 2.497 GHz, Minimum 4 10/100 LAN ports, one 10/100 WAN (Internet) port, and one USB Port/external hotspot device, IEEE 802.11n/g/b, 5dBi omni-directional External Antenna, Repeater mode- or higher	There shall be no change to the laid down criteria.
16	ITB5.5(b)	Request you to kindly consider adding the following in eligibility criteria requirements: OR "Similar Service" or 'similar contract' means a bidder who has Radio Communication, Voice & Data Communication, IT & Telecom project including providing including provided maintenance support' and also provided manpower for maintenance support' 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).	There shall be no change to the laid down criteria.

Sd/  
State Project Director, ARIAS Society