



IIIT BANGALORE

No: MIIT/42/17

Date: 22nd May 2017

Subject: Supply, Installation, testing & commissioning and on-site support for setting up Data Center.

IIIT Bangalore on be-half of Ministry of External Affairs (MEA) invited sealed tenders for Supply, Installation, Testing, Commissioning and onsite support for Data Center for Myanmar Institute of Information and Technology (MIIT) at Mandalay in Myanmar on turnkey basis vide IIIT-B MIIT/39/17 dated 25th April 2017.

2.The following amendments are made in the above mentioned tender document

<i>Name of Work</i>	<i>EMD</i>	<i>Last date bid submission</i>	<i>Date opening of bids</i>
Supply, Installation, Testing, Commissioning and onsite support for Data Center MIIT Project Mandalay, Myanmar	Rs 16 Lac	07th June 2017 at 1300 hours	07th June 2017 at 1400 hours

3.The clarifications/responses to the queries listed in the pre-bid meeting are mentioned Annexure I

4. All other terms and conditions remain same.

Registrar IIIT-Bangalore

Annexure I

International Institute of Information Technology (MIIT Mentoring Cell) International Institute of Information Technology (MIIT Mentoring Cell)

Tender Reference:- MIIT/39/17 for supply, installation, testing , commissioning(SITC) and onsite support for Data Center for Myanmar Institute of Information and Technology (MIIT) Project at Mandalay in Myanmar on turnkey basis.

Following clarifications are issued in response to the queries received from Prospective bidders:

Sl no	Tender Technical Queries	Bidders Response	Clarifications/Corrigenda/Amendment
01	<p>Page No 4 SECTION I: INVITATION FOR BIDS (IFB) 2 (m)</p> <p>Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 15 (fifteen) days of the receipt of Supply Order from IIIT Bangalore</p>	<p>We request you to kindly consider change as - Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 30 (thirty) days of the receipt of Supply Order/amendment (if any) from IIIT Bangalore.</p>	<p>No Change the PBG submission terms remain the same.</p>
02	<p>Page No 6 SECTION II: INSTRUCTIONS TO BIDDERS (ITB) 1</p> <p>Delivery Period / Project Timelines: The delivery and installation at site(s) must be completed within 120 days from the date of placement of supply order by IIIT Bangalore.</p>	<p>As the process involve sourcing, packaging, vessel planning, Preparation of Invoicing, Packing list, Custom clearance in country of dispatch and there after transit period to main site and after the custom clearance formalities in Myanmar (totally depending on process & procedures in Myanmar) will involve lots of time consuming activities/action on ground, therefore IIIT is requested to kindly consider the following change against the mentioned Section II & Clause</p>	<p>The change is not accepted.</p>

		No 1 on page 6 under Delivery Period / Project Timelines i.e. The delivery and installation at site(s) must be completed within 160 days from the date of placement of supply order by IIIT Bangalore on a safer side as 120 days is too short period for setting up this kind of network infrastructure.	
03	<p>Page No 11 SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC) & Section V - Commercial Schedule Page 11 Clause 2 (2.1 & 2.3) & Section V - Commercial Schedule Page 36-40</p> <p>Taxes and Duties: 2.1. The prices quoted should be inclusive of all taxes and /or duties except customs duty. The items being imported into Myanmar for this project will be exempted from payment of customs duty. Necessary Custom Duty Exemption Certificate shall be provided by Government of Myanmar. The Indian Mission in Myanmar will facilitate in obtaining the custom duty exemption certificate. & Section V - Commercial Schedule. 2.3 The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned > On Page 40 in Note it is mentioned: The price quoted above should not be inclusive of any taxes/levies.</p>	We wish to submit that by the time this tender is decided, GST may get implemented. We therefor request that keen BIDDERS should be allowed to quote taxes separately very clearly by adding Taxes (applicable amount) coloumn in Commercial Schedule (page 32)after Rate / Unit.	The price schedule has clearly asked you to quote taxes separately. No Change

04	<p>Page No 12 SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC) 7</p> <p>Payment terms: i. IIIT Bangalore shall release 5% of the payment upon purchase order subject to receipt of the performance bank guarantee as outlined in clause 8 below. ii. IIIT Bangalore shall release 35% of the payment upon dispatch of the tendered items subject to submission of original shipping documents and BL. iii. IIIT Bangalore shall release 30% of the payment upon delivery of the tendered items at MIIT subject to satisfactory certificate of receipt by Embassy of India, Yangon and/or MIIT/IIITBangalore. iv. Payment of 30% of the purchase order value will be made after physical verification by a Project Monitoring Committee (PMC). v. In case of foreign bidders who quoted in US \$, letter of credit(LC) will be opened and payment would be released as per 7(i), 7(ii), 7(iii) and 7(iv).</p>	<p>We request to change the Payment terms as per the following in order to maximise on bidding process:</p> <p>i. IIIT Bangalore shall release 10% of the advance payment upon submission of 10% Performance Bank Guarantee. ii. IIIT Bangalore shall release 70% of the payment upon dispatch of the tendered items subject to submission of original Invoice/s, Packing List, Chartered Engineer Certificate & Copy of shipping documents viz Bill of Lading / AWB and Copy of Insurance. iii. IIIT Bangalore shall release 20% of the payment upon delivery & installation of the tendered items at MIIT subject to satisfactory certificate of receipt & installation duly signed by Embassy of India, Yangon and/or MIIT/IIIT-Bangalore Note:- In case of foreign bidders who quoted in US \$, letter of credit(LC) will be opened and payment would be released as per the above.</p>	The change is not accepted.
05	<p>Page No 13 SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC) 10 (b)</p> <p>Liquidated Damages: If the Supplier fails to deliver, install and commission of any or all of the Goods& impart training or perform the Services within the time period(s) specified in the Contract and during the warranty period, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract</p>	<p>We request you to exclude the Training from the Liquidated Damages as the training shall be completely dependent / based on the local system administrator / technical expert availability at MIIT and in any case tender title clearly states Supply, Installation, Testing, Commissioning and onsite support for networking components of MIIT Project, Mandalay, Myanmar. We also request you to reduce Liquidated Damages to a sum</p>	No Change

	price, as Liquidated Damages, a sum equivalent to 1.0% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work.	equivalent to 0.5% of the price of the delays Goods or unperformed services for each week of delay until maximum deduction of 10% of the value of delayed portion of work.	
06	Page No 31 - 32 Section V Price Schedule	Kindly add Taxes & Total Rate Column as explained here below and change the Commercial Schedule format as per the following: S. No of Item (A), Item Description (B), Qty (C) Rate/Unit (INR/USD) (D), Taxes (E), Total Rate/Unit (D+E) x Qty (C) = Total Price (Inclusive of Taxes) (F)	Query already addressed earlier in the document
07	Page No 31 - 32 Section V Price Schedule Price Schedule Item 1 : Blade Enclosure (Qty 2)	As per Schedule of Requirement the qty mentioned is 1 No. Kindly clarify if Qty 2 or 1 is required	The blade enclosure quantity is 1
08	Page No 37 Undertaking of Authenticity 5 5. Undertaking of Authenticity Sub: Supply of IT Hardware/Software -- Desktops and Servers Ref: 1. Your Purchase Order No. -----dated----- . 2. Our invoice no/Quotation no. -----dated----- . With reference to the Desktops and Servers being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above,---- We hereby undertake that all the components/parts/assembly/ software used in the Desktops and Servers under the above like Hard disk, Monitors,	1. Please amend the certificate as per the tender as it mentioned Supply of IT Hardware/Software - Desktops and Servers and also please confirm if this certificate for Networking supplies will be required at the time of supply. We also request you to change the content as following towards the Undertaking of Authenticity Sub: Supply of Data Center Hardware Ref: 1. Your Purchase Order No. -----dated----- . 2. Our invoice no/Quotation no. -----dated----- .With reference to the Data Center Hardware being supplied /quoted vide our invoice no/quotation	The change is not accepted.

	<p>Memory etc shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components/parts/ assembly / software are being used or shall be used. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System). Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard. We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content</p>	<p>no/order no. Cited above,---- We hereby undertake that all the components/parts/assembly/ software used in the Data Center Hardware shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys for eg Windows Server, MS Office, Antivirus etc) and also that it shall be sourced from the authorised OEM source . We _____ (name of bidder) hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of dispatch (if required) and It will be our (bidders) responsibility to produce such letters from our OEM supplier's at the time of dispatch within a reasonable time. In case of default and we are unable to comply with above at the time of delivery , for the Data Center Hardware being billed, we agree to take back the Data Center Hardware without demurage/charges to IIIT Bangalore. We (system Bidder name) also take full responsibility of both Parts &</p>	
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	<p>even if there is any defect by our authorized Service Centre/ Reseller/SI etc.</p>	<p>Service SLA as per the content even if there is any defect by us / OEM / Local Support. Authorised Signatory Name:</p>	
09	<p>Section I: Invitation for Bids (IFB) clause 2e</p> <p>A certificate by the auditor/ CA/ CS indicating the turnover of the firm should be enclosed. The bidder should have minimum average turnover of Rs 2.4 Crore in last three financial years.</p>	<p>From the BOQ and basis the EMD which is required to be submitted of value 16 lakhs this project seems to be very big . However the turnover asked for qualification is just 2.4 crore. For such a project to be executed the bidders should also have some standing in the market and average turnover of atleast 10-15 cr. Kindly amend average turnover to be minimum 10 Crores.</p>	No Change
10	<p>Section I: Invitation for Bids (IFB) page 4 &6 clause 2i</p> <p>The copy of Supply Orders/ Contracts/ Agreements issued by/ signed with Government of India (Ministry / Department / Undertaking / PSU / Educational Institutions such as IIT's, NIT's, or other such Central Universities / Banking sector / IT SEZs / Technology parks / Stock or commodity exchanges and reputed private organizations including educational institutions in India) for similar work, executed by the bidders in last five years ending March 31st 2017. The bidder should enclose the completion certificate duly issued by the end user. The bidder should have completed at least ONE similar work not less than Rs. 6.4 Crore OR TWO similar works not less than Rs. 4 Crore OR THREE</p>	<p>Please note for Private organization its very difficult to check authenticity of the purchase order / payments receipt and completion.</p> <p>We therefore, request you to delete the same from Eligibility criteria.</p>	<p>Verification is a prerogative of IITB. This change is not accepted.</p>

	similar works not less than Rs. 3.2 Crore. The similar work means supply & installation & on-site support of all/ most of the items mentioned in this tender document in a single project on turn-key basis in India/ abroad.		
11	Section II - Instruction to Bidders, page 6, clause 1 Delivery Period / Project Timelines The delivery and installation at site(s) must be completed within 120 days from the date of placement of supply order by IIIT Bangalore.	This is a complex integration project. Hence it is requested that 180 days for the delivery & installation at Site(S).	No Change
12	Section – V page 32, Commercial Schedule (Foot Note) The price quoted above should not be inclusive of any taxes/levies. Taxes/levies if any must be mentioned separately along with the price bid. IIIT-Bangalore shall reimburse for these taxes/levies based on submission of relevant documents including registration certificates at each payment stage	Kindly include taxes column in the commercial schedule . Also GST is expected to be implemented and hence its better if taxes are quoted separately	The query is already answered earlier in the document.
13	Section III: Special Conditions of Contract (SCC) Page 12, clause 7 Payment terms as per tender	As per industry norm we do not get credit of more than 30 days. Looking at the current payment terms 40% against dispatch would mean that our payment realization cycle would be 4-5 months for 30% payment on delivery and further 2 months for 30% against installation. We therefore request to make it atleast 70% against dispatch and balance 30%	The change is not accepted.

		after Installation & Commissioning sign off from Embassy of India, Yangon and / or MIIT/IIIT- Bangalore in INR & USD.	
14	<p>Section III: Special Conditions of Contract (SCC) page 10, clause 10a</p> <p>(A) Delays in the Supplier's Performance: Delays in the Supplier's Performance:</p>	Please confirm the duration of Training period or does it mean that user need to be hand's-on training during on equipment being installed at site . Please clarify	The expectation is that the successful bidder as part of the installation and commissioning process ensure a complete handoff/handholding to the local MIIT IT staff.
15	<p>Page 4&6, Section 1, clause 2i and page 6, clause 6.2</p> <p>The copy of Supply Orders/ Contracts/ Agreements issued by/ signed with Government of India (Ministry/ Department/ Undertaking/ PSU/ Educational Institutions such as IIT's, NIT's, or other such Central Universities/Banking sector/IT SEZs/Technology parks/ Stock orcommodity exchanges and reputed private organizations including educational institutions in India) for similar work, executed by the bidders in last five years ending March 31st 2017. The bidder should enclose the completion certificate duly issued by the end user. The bidder should have completed at least ONE similar work not less than Rs. 9.6 Crore OR TWO similar works not less than Rs. 6.0 Crore OR THREE similar works not less than Rs. 4.8 Crore. The similar work means supply & installation & on-site support of all/ most of the items mentioned in this</p>	This is a prestigious Govt of India project that too services and delivery to be rendered in another country. Qualifying Purchase Orders of Private Organization will lead to ambiguity as there is no means to verify claim being made by the bidder. Rather IIITB should be asking experience of doing projects on behalf of Govt of India overseas/abroad.	No change

	tender document in a single project on turn-key basis in India/ abroad.		
16	Section 1, page 4, clause 2m Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 15 (fifteen) days of the receipt of Supply Order from IIIT Bangalore.	Submission of 10% Performance Rank Guarantee within 30 days from the date of receipt of supply order by successful bidder.	No Change
17	Page 6, section II, clause 1 The delivery and installation at site(s) must be completed within 190 days from the date of placement of supply order by IIIT Bangalore	Kindly allow 200 days for the delivery & installation	The query is already answered earlier in the document
18	Page7, Section II, clause 6.2 The bidders registered with NSIC / MSME may claim exemption from submission from EMD. In this case bidder should submit a copy of valid NSIC/MSME registration certificate along with the technical bid. If bidder submits NSIC/MSME certificate in lieu of EMD then its technical competence to participate in the tender would be ascertained.	NSIC/MSME exemption is valid only for services and the products manufactured by registered company with NSIC / MSME and not for trading items from MNC OEMs. OEM for all these companies are large MNC who do not qualify as MSME.	Query is unclear
19	Page 6&44, Section II, page 6, clause 4(4.1) and page 36 MAF The bidding agent shall furnish an undertaking/ authorization from the Principal/ Manufacturer for participating in this tender clearly mentioning that all necessary support for installation and commissioning of the tendered equipment shall be	As per MAF format it clearly stated in second paragraph that –M/S _____ (Name of Manufacturer) within the scope of requirement as per the tender mentioned above through its authorized partner M/S _____ (Name of the bidder) shall provide support and product	The revised MAF format is outlined in Annexure II. As regards to the second part of the query, the OEM MAF needs to be submitted along with the technical bid.

	<p>provided by the Principal to the bidding agent</p>	<p>warranty services for a minimum period of one year from the date of installation and commissioning.</p> <p>Does it mean we need to provide additional certificate (to be enclosed) from OEM in our technical bid that all necessary support for installation and commissioning of the tendered equipment shall be provided by the Principal to the bidding agent, although MAF meets the requirement for participation? Please clarify.</p>	
20	<p>Page 11, Section II Clause 1</p> <p>Bidders should quote the prices in INR(for Indian Bidders) or in US \$(for foreign bidders) and as per the format given in Price Schedule at Section – V of this document. If the rates are quoted in US Dollars then for the purpose of evaluation of price bids, the prevailing rate of exchange as on the date of technical bid opening will be taken into account for arriving at the equivalent rupee value of the quote.</p>	<p>Being Broadcast Engineering Consultants India Limited (BECIL) Mini Ratna Public Sector Enterprise of Government of India, established in March 1995, request you to allow fair techn-commerical comparison between India & Foreign bidders, by allowing Indian bidders also to quote in USD.</p> <p>In Such case IIIT Bangalore may seek the name of foreign partner / distributor or whom the LC shall be established.</p>	No Change
21	<p>Page 12, Section III, clause 7</p> <p>Payments: i. IIIT Bangalore shall release 5% of the payment upon purchase order subject to receipt of the performance bank guarantee as outlined in clause 8 below.</p> <p>ii. IIIT Bangalore shall release 35% of the payment upon dispatch of the tendered items subject to submission of original shipping documents</p>	<p>i. IIIT Bangalore shall release 80% of the payment on dispatch of the tendered items against submission of Invoice, Packing List, Copy of Insurance & Chartered Engineer Certificate in original to IIIT Bangalore.</p> <p>ii. Balance payment of 20% of the purchase order value will be made after the satisfactory successful installation and commissioning of the</p>	No Change

	<p>and BL.</p> <p>iii. IIIT Bangalore shall release 30% of the payment upon delivery of the tendered items at MIIT subject to satisfactory certificate of receipt by Embassy of India, Yangon and/or MIIT/IIIT-Bangalore.</p> <p>iv. Payment of 30% of the purchase order value will be made after physical verification by a Project Monitoring Committee (PMC).</p> <p>v. In case of foreign bidders who quoted in US \$, letter of credit(LC) will be opened and payment would be released as per 7(1), 7(2), 7(3) and 7(4).</p>	<p>tendered items on certification by MIIT/India Mission in Myanmar.</p> <p>iii. In case of foreign bidders who quoted in US \$, letter of credit (LC) will be opened and payment would be released as per 7[1], 7[2] and 7[3]. LC should be opened for indian bidder as well. Also Indian bidder should be allowed to nominate distributor based in Singapore for billing purposes only. The responsibility of the project rests with Indian bidder as per tender tms including submission of PBG.</p>	
22	<p>Page 12, Section III, clause 9</p> <p>The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, installation, testing and commissioning at his cost up to delivery and installation at site. Insurance policy shall be valid up to the date of Installation and commissioning of equipment. Proof of Insurance shall be made available before issuance of dispatch clearance. 10.(A) Delays in the Supplier</p>	<p>Based on past experience, kindly consider the Goods supplied under the contract shall be fully insured including transit insurance against various risks arising out of transportation, storage, delivery at site. No Indian/Foreign insurance company cover the insurance for date of Installation & Completion as it is completely uncertain to know by when Installation & Commissioning shall complete.</p>	The change is not accepted.
23	<p>Page 12, section III, clause 10a</p> <p>Delays in the Supplier's Performance: The time and the date specified in the Contract for the delivery and installation commissioning of the Goods & training shall be</p>	<p>We request you to exclude the Training from the Delays in the supplier performance as the training shall be completely dependent/ based on the local system administrator / technical expert availability at MIIT at</p>	The change is not accepted.

	<p>deemed to be the essence of the Contract. Delivery, installation and commissioning of the Goods & training and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. An unexcused delay by the Supplier in the performance of its delivery, installation& commissioning Training obligations and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security, imposition of liquidated damages and/or termination of the Contract for default. If at any time during performance of the Contract, the Tender Document for Supply, Installation, Testing, Commissioning(SITC) and onsite support for networking components of MIIT Project, Mandalay, Myanmar 13 of 45 Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser</p>	<p>Mandalay, Myanmar.</p>	
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	shall consider fair and reasonable		
24	Page 37, Undertaking of authenticity clause 5	<p>Kindly confirm the following:</p> <ol style="list-style-type: none"> 1. At what stage the desired certificate as per tender requirement should be submitted. 2. The Tender is for Data Center Hardware comprising of Servers, Storage, Tape Library, Softwares, instead of Desktops & Servers as mentioned in Certificate, you are requested to amend the Undertaking of authenticity. 	The undertaking of authenticity needs to be submitted at the time of issuance of PO.

Annexure II MANUFACTURER AUTHORISATION FORMAT

(On manufacturer's letterhead)

Date:

To,

The Registrar,

IIIT Bangalore

Subject: Manufacturer authorisation towards tender no. _____ for Supply, Installation, Testing, Commissioning(SITC) and onsite support for Data Center of IIIT Project, Mandalay, Myanmar.

Dear Sir,

We, M/s _____ (*Name of the manufacturer*) having registered office at _____ (*address of the manufacturer*) by virtue of being manufacturer for _____ (*Name of the product/s*), hereby authorise M/s _____ (*Name of the bidder*) having their office at _____ (*Address of bidder*) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s _____ (*Name of the manufacturer*) within the scope of requirement as per the tender mentioned above through its authorised partner M/s _____ (*Name of the bidder*) shall provide support & product warranty services for a minimum period of three year form the date of installation and commissioning.

The undersigned is authorised to issue such authorisation on behalf of M/s _____ (*Name of the manufacturer*).

For M/s _____ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.