### **IIIT BANGALORE**



No: MIIT/42/17 Date: 15<sup>th</sup> May 2017

#### **Amendment-I**

Subject: Supply, Installation, testing & commissioning and on-site support for setting up classroom equipment

IIIT Bangalore on be-half of Ministry of External Affairs (MEA) invited sealed tenders for Supply, installation, testing & commissioning and on-site support for setting up of Classroom **Equipment's** for Myanmar Institute of Information and Technology (MIIT) at Mandalay in Myanmar on turnkey basis vide IIIT-B MIIT/38/17 dated 25<sup>th</sup> April 2017.

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

Name of Work	EMD	Last date bid submission	Date opening of bids
		31 <sup>st</sup> May 2017 at 1300 hours	31 <sup>st</sup> May 2017 at 1500 hours
Commissioning and onsite support for networking	Lacs	liours	
components of MIIT Project			

- 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/38/17 for supply, installation, testing, commissioning(SITC) and onsite support for active and passive networking components 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:

SI no	Tender Technical Queries	Bidders Response	Clarifications/Corrigenda/Amendment
01	Page 7, Clause 1  Delivery Period / Project Timelines	Purchase orders from private organizations should not be allowed as experience eligibility as the same cannot be verified.	Verification is a prerogative of IIITB. This change is not accepted.
02	Warranty terms	please clarify the warranty period. The MAF format mentioned it as 1 year and clause 6 says 3 years as requirement.	The warranty requirement is for 3 years as outlined in the requirements. Updated MAF is included as part of the annexures.
03	Payment terms	Please make the 10 % payment through LC and 70% at least on dispatch	The change is not accepted.
04	Delays	Any delay in the project which is beyond our control cannot be attributed to us. Any delay in FDCC clearance, custom exemption paper, site not being ready, Delay in Visa processing are such examples.	No change
05	Time Period for project completion	The project is very complex and would need at least 6 months for supply, delivery, installation and commissioning. Kindly change the period to 180 days.	The change is not accepted.
06	1s. Core Switch S. No. 7.1	Kindly amend in 1s. Core Switch S. No. 7.1 it to be read as Shall provide support for ROHS/WEEE regulations.	The change is accepted.
	1c 48 port PoE Access switches S. No. 7.1	Kindly change in 1c 48 port PoE Access switches S. No. 7.1 to be read as Shall provide support for RoHS/WEEE regulations.	The change is accepted

07	Submission	Kindly in 1f. Indoor Wireless LAN Access Point (200 Nos.)/S. No. 3 to be read as AP should have minimum 1x10/100/1000 GE LAN port.	The change is accepted.
08	Page No 4 Clause No 2 (i) & Page No 6 Clause No 4.2 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 tender document in a single project on turn-key basis in India/ abroad.	This is a prestigious Govt of India project that too services and delivery to be rendered in another country. Qualifying purchase orders of private organizations will lead to ambiguity as there is no means to verify claim being made by the bidder. Rather IIITB should be asking projects on behalf of Govt of India , overseas/abrad.	Query already answered in S.No #1 above
09	Page 5, Section 1, clause 2(m) 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 bank guarantee within 30 days from the date of receipt of supply order by successful bidder	The change is not accepted. There is no change to the PBG submission date.

10	Page 6, 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 products manufactured by registered company with NSIC/MSME and not from trading items from MNC OEM's. OEM for all these companies are large MNC who do not qualify as MSME.	No change.
11	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 225 days for the delivery and installation.	No change
12	Page no 6 & 44 , Section II Page 6, clause no 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 provided by the Principal to the bidding agent	As per MAF statement it clearly stated in second paragraph that M/s (Name of the 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 warranty services for a minimum period of one year from the date of installation and commissioning. Does it mean we need to provide additional certificate (to be enclosed) in our technical bid that all necessary support for installation and commissioning of the tendered equipment shall be provided by the principle bidding agent all though MAF meets the requirement for participation. Please clarify	The present terms and conditions
13	Page 11, Section III, Clause 7 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	Being Broadcast Engineering Consultants India Limited (BECIL) Mini Ratna Public sector enterprise of Govt Of India established in march 1995, request you to allow fair techno-commercial comparison between Indian and Foreign bidders by allowing Indian bidders also to quote in USD.  In such case IIITB Bangalore	The present terms and conditions ensure fair comparison. The foreign partner of the Indian bidder may become a front bidder and can very well quote in the USD.

	technical bid opening will be	may seek the name of foreign	
ļ	taken into account for arriving	partner/distributor or to	
	at the equivalent rupee value	whom the LC shall be	
	of the quote.	established.	
14	Page 12, Section III, clause 7	IIIT Bangalore shall release	No change
	Payments: i. IIIT Bangalore	80% of the payment on	
	shall release 5% of the	dispatch of the tendered	
	payment upon purchase order	items against submission of	
	subject to receipt of the	invoice, packing list, copy of	
	performance bank guarantee	insurance and chartered	
	as outlined in clause 8 below.	engineer's certificate in	
	ii. IIIT Bangalore shall release	original to IIIT Bangalore.	
	35% of the payment upon	ii. Balance payment of 20% of	
	dispatch of the tendered	the purchase order value will	
	items subject to submission of	be made after the successful	
	original shipping documents and BL.	installation and	
	iii. IIIT Bangalore shall release	commissioning on the tendered items on	
	30% of the payment upon	certification MIIT/Indian	
	delivery of the tendered items	Mission in Myanmar.	
	at MIIT subject to satisfactory	iii. Incase of foreign bidders	
	certificate of receipt by	who quoted in US \$, letter of	
	Embassy of India, Yangon	credit (LC) will be opened and	
	and/or MIIT/IIIT-Bangalore.	payment would be released	
	iv. Payment of 30% of the	as per 7(1) and 7(2) and 7(3).	
	purchase order value will be	LC should be opened for	
	made after physical	Indian bidder as well. Also	
	verification by a Project	Indian bidder should be	
	Monitoring Committee (PMC).	allowed to bid in USD. Indian	
	v. In case of foreign bidders	bidder should be allowed to	
	who quoted in US \$, letter of	nominate distributor based in	
	credit(LC) will be opened and	Singapore for billing purposes	
	payment would be released	only . The responsibility of the	
	as per 7(1), 7(2), 7(3) and 7(4)	project rests with the Indian	
		bidder as per the tender	
Į.		terms including submission of	
ĺ		PBG.	
	Page 12, Section III, Clause 9	PBG. Based on the past experience	No change
15	Page 12, Section III, Clause 9 Insurance: The Goods	Based on the past experience	No change
15	I -		No change
15	Insurance: The Goods	Based on the past experience , kindly consider the goods	No change
15	Insurance: The Goods supplied under the contract	Based on the past experience , kindly consider the goods supplied under the contract	No change
15	Insurance: The Goods supplied under the contract shall be fully insured including	Based on the past experience , kindly consider the goods supplied under the contract shall be fully insured	No change
15	Insurance: The Goods supplied under the contract shall be fully insured including transit insurance against	Based on the past experience , kindly consider the goods supplied under the contract shall be fully insured including transit insurance	No change
15	Insurance: The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or	Based on the 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	No change
15	Insurance: 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,	Based on the 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	No change
15	Insurance: 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	Based on the 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	No change
15	Insurance: 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	Based on the 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 and	No change
15	Insurance: 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	Based on the 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 and completion, as its completely	No change
15	Insurance: 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	Based on the 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 and completion, as its completely uncertain to know by when	No change
15	Insurance: 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	Based on the 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 and completion, as its completely uncertain to know by when installation and completion	No change
15	Insurance: 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.	Based on the 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 and completion, as its completely uncertain to know by when	No change
15	Insurance: 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	Based on the 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 and completion, as its completely uncertain to know by when installation and completion	No change
15	Insurance: 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	Based on the 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 and completion, as its completely uncertain to know by when installation and completion	No change
15	Insurance: 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	Based on the 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 and completion, as its completely uncertain to know by when installation and completion	No change
15	Insurance: 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.	Based on the 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 and completion, as its completely uncertain to know by when installation and complete.	
	Insurance: 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.  Page 12, Section III, Clause	Based on the 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 and completion, as its completely uncertain to know by when installation and completion shall complete.  We request you to exclude	The terms and conditions are
15	Insurance: 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.  Page 12, Section III, Clause 10(a)	Based on the 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 and completion, as its completely uncertain to know by when installation and completion shall complete.  We request you to exclude the training from the delays in	The terms and conditions are consistent with all other MIIT tenders
	Insurance: 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.  Page 12, Section III, Clause	Based on the 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 and completion, as its completely uncertain to know by when installation and completion shall complete.  We request you to exclude	

time and the date specified in on the local system the Contract for the delivery administrator/technical and installation expert availability at MIIT, commissioning of the Goods Mandalay, Myanmar. & training shall be 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 impending 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 shall consider fair and reasonable. 17 Page 37, Undertaking of Kindly confirm the following. The undertaking of authenticity needs to be submitted at the time of issuance Authenticity, Clause 5 1) At what stage the desired certificate as of PO. per tender

		requirement should	
		be submitted.	
		2) The tender is for data center hardware comprising of servers, storage, tape library, softwares instead of desktops and servers as mentioned in certificate, you are requested to amend the undertaking the authenticity.	
18	Clarification on MAF	Please note we have a standard format which is issued by our legal teams which covers all in essence	The MAF guidance is provided in the tender document. As long as all the terms and conditions as outlined in the MAF are fulfilled the MAF serves the
		the required language as per your format.	purpose.
		The same would be worded as	
		per our standard format which we issue for all Tenders	
		and would request you to please accept the same.	
	Page No 5 SECTION I: INVITATION	We request you to kindly consider change as -	The change is not accepted.
19	FOR BIDS (IFB) 2 – M	Undertaking to the effect that a Performance Bank	
	Undertaking to the effect that	Guarantee (PBG) of 10% of	
	a Performance Bank Guarantee (PBG) of 10% of	the order value will be submitted within 25 (twenty	
	the order value will be submitted within 15	five) days of the receipt of Supply Order/amendment (if	
	(fifteen) days of the receipt of Supply Order from IIIT Bangalore	any) from IIIT Bangalore.	
30	Page No 6 SECTION II:	As the process involve	No change
20	INSTRUCTIONS TO BIDDERS (ITB) 1	sourcing, packaging, vessel planning, Preparation of	
	Delivery Period / Project	Invoicing, Packing list, Custom clearance in country of	
	Timelines The delivery and installation	dispatch and there after transit period to main site and	
	at site(s) must be completed within 190 days from the date	after the custom clearance formalities in Myanmar	
	of	(totaly depending on process	
	placement of supply order by IIIT Bangalore.	& 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 No 1 on page 6 under	

		Delivery Period / Project	
		Timelines i.e. The delivery and	
		installation at site(s) must be	
		completed within <b>210 days</b>	
		from the date of placement of	
		supply order by IIIT Bangalore	
		on a safer side as 190 days is	
		too short period for setting up	
		this kind of network	
		infrastructure.	
	Page No 11 SECTION III:	We wish to submit that by the	The bidder has been asked to quote
21	SPECIAL	time this tender is decided,	taxes separately in the tender
	CONDITIONS OF CONTRACT	GST may get implemented.	document. There is no further change
	(SCC)	We therefor request that	to the same.
	& Section V – Commercial	keen	
	Schedule Page 11 Clause 2	BIDDERS should be allowed to	
	(2.1 & 2.3) & Section V -	quote taxes separately very	
	Commercial Schedule Page	clearly by adding Taxes	
	36-	(applicable amount) coloumn	
	40	in	
	10	Commercial Schedule ( page	
	Taxes and Duties:		
		40 )after Rate / Unit.	
	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.		
	1		
	& 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: <b>The</b>		
	price quoted above should		
	not be inclusive of any		
	taxes/levies.		
	Page No 11 SECTION III:	Kindly confirm if the warranty	The query is already answered earlier
	SPECIAL CONDITIONS OF	required is 3 years as per the	in this document
		1	in this document
	CONTRACT (SCC) 6	Clause No 6 or 1 year as per	
	M	MAF format	
	Warrranty: 3 Years		
22	Page No 12 SECTION III:	We request to change the	The change is not accepted.
	SPECIAL	Payment terms as per the	
	CONDITIONS OF CONTRACT	following in order to	
	(SCC) 7	maximise on bidding process:	
		i. IIIT Bangalore shall release	
	Payment Terms: 7. Payments:	10% of the advance payment	
	, -,		i

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/IIIT-Bangalore. 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(1), 7(2), 7(3) and 7(4).

upon submission of 10% Perofrmance 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.

The query is already answered earlier in this document

Page No 13 SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC) 10 – B

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 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.

We request you to exclude the Training from the Liquidated Damages as the training shall be completely dependent / based on the local system adminstrator / technical expert availabilty 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 equivalent to 0.5% of the price of the delays Goods unperformed services for each week of delay until maximum deduction of 10% of the value of delayed portion of work.

23	Page No 36 - 40 Section V		
	Price Schedule 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)	The query is already answered earlier in this document
24	Page No 45 Undertaking of Authenticity 5	Sub: Supply of IT  Hardware/Software  Desktops and Servers  Ref: 1. Your Purchase Order  No	The Undertaking of Authenticity is as per CVC guidelines. No Change.

25	Page19, 1a. Core Switches, clause 1.7]  Shall have Minimum 5 Billion Packet Per Second (BPPS) of switching throughput or more	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 even if there is any defect by our authorized Service Centre/ Reseller/Sl etc.  if we add up all the port requirement as per the tender we get 1.2Bpps (1.488 x (48x1G + 48x10G + 8x40G)). Considering considerable buffer and future needs, we understand that even 2.4Bpps will be more than enough to meet all needs. Hence request you to modify this clause as 'Shall have Minimum 3 Billion Packet Per Second (BPPS) of switching throughput or more'.	The change is not accepted.
26	Page21, 1a. Core Switches, clause 6.9] [Page22, 1b. Distribution Switches, clause 6.9] [Page24, 1c. 48-Port PoE Access Switches, clause 6.9] [Page25, 1d. 24-Port PoE Access Switches, clause 6.9 Software Defined Networking (SDN) Ready with Openflow protocol support	Openflow is already an old protocol and was consider 1st generation SDN protocol, since than multiples of newer SDN porotcols have been developed including OVSDB, NETCONF and EVPN etc. and newer switches are only supporting these newer SDN protocols instead of older protocols. Hence request you to consider modifying this clause as 'Software Defined Networking (SDN) Ready with Openflow or other latest open protocol support like OVSDB/ NETCONF/ EVPN'	The change is not accepted.

	T		
27	Section I: Invitation for Bids (IFB) Page 3, clause 2e  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 3.6 Crore in last three financial years.	From the BOQ and basis the EMD which is required to be submitted of value 24 lakhs this project seems to be very big . However the turnover asked for qualification is just 3.6 crore. For such a project to be executed the bidders should also have some standing in the market and average turnover of atleast 15-20 cr. Kindly amend average turnover to be minimum 17 Crores.	The change is not accepted.
28	Section 1, Invitation of bids, page no 4 & 6, clause 2(i)  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. 9.6 Crore OR TWO 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 tender document in a single project on turn-key basis in	Please note for Private organization its very difficult to check authenticity of the purchase order / payments receipt and completion.  We therefore, request you to delete the same from Eligibility criteria.	The query is already answered earlier in this document
29	India/ abroad.  Section II - Instruction to Bidders Page 6 clause 1  Delivery Period / Project Timelines The delivery and installation at site(s) must be completed within 190 days from the date of placement of supply order by IIIT Bangalore.	This is a complex integration project. Hence it is requested that 240 days for the delivery & installation at Site(S).	The change is not accepted.

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 this document
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% after Installation & Commissioning sign off from Embassy of India, Yangon and / or MIIT/IIIT- Bangalore in INR & USD.	The query is already answered earlier in this document
Section III: Special Conditions of Contract (SCC)  Page 12 clause 10(a)  (A) Delays in the Supplier's Performance: Delays in the	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 query is already answered earlier in this document
	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  Section III: Special Conditions of Contract (SCC)  Page 12 clause 7  Payment terms as per tender  Section III: Special Conditions of Contract (SCC)	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  Section III: Special Conditions of Contract (SCC)  Page 12 clause 7 Payment terms as per tender  Payment terms as per tender  Section III: Special Conditions of Contract (SCC)  We therefore request to make it atleast 70% against dispatch and balance 30% after Installation & Commissioning sign off from Embassy of India, Yangon and / or MIIT/IIIT- Bangalore in INR & USD.  Section III: Special Conditions of Contract (SCC)  Page 12 clause 10(a)  (A) Delays in the Supplier's Performance: Delays in the

## **Annexure II MANUFACTURER AUTHORISATION FORMAT**

(On manufacturer's letterhead)

Date:		
To, The Registrar,		
IIIT Bangalore		
Subject:	Manufacturer authorisation towards tender no for Supply, Instal Commissioning(SITC) and onsite support for networking components of MIIT Pro Myanmar.	
Dear Sir,		
the manufacturer	(Name of the manufacturer) having registered office at(name of the product/s), however, install and provide after sales support for our range of products quoted by them to r requirements.	ereby authorise submit quote,
through its autho	(Name of the manufacturer) within the scope of requirement as per the tender morised partner M/s (Name of the bidder) shall provide support & primum period of three year form the date of installation and commissioning.	
The undersigned manufacturer).	d is authorised to issue such authorisation on behalf of M/s	(Name of the
For M/s	(Name of the manufacturer)	
Signature & comp	pany seal	
Name		
Designation		
Email		
Mobile No.		