

Request for proposals for “Selection of Consultant for registration of RailTel’s station wi-fi project under “Claim Endorsement Record (CER) Category” in Guinness World Record”.

RFP Ref No.: This office Tender No. RailTel/RFP/CO/ITP/2020-21/GWR-Wi-Fi/01dated 28-Apr-2020

Pre bid meeting query responses meeting dated 15/05/2020

S. No.	Reference of RFP	Clause of the RFP	Clarification/ Query Requested	Query raised by	RailTel's Final Decision
1	Notice Inviting Tender Data Sheet	Pre bid meeting date 13-May-2020 15:00 PM	Given the current Covid19 situation, is the Pre-Bid Meeting proposed to be held at a physical office or can be connect digitally on Microsoft Teams/ Cisco WebEx/ Skype etc.?	E&Y	Accepted and Pre-Bid meeting done thru Webex. Participants from Delloitte, PwC, KPMG and E&Y joined.
2	Section-1 1. Scope of Work - Scope Paragraph 2	Objective of research is to provide the minimum requirement and potential 10 competitors for chosen claim	We understand that we would be required to perform the research for NOT more that 10 competitors for the chosen claim and the mode of research would be limited to SECONDARY RESEARCH. Please confirm	KPMG	No Change in Tender document clause accepted. However further clause Clarified as "that research is required to be done for 10 competitors. Mode of research may be primary/secondary or both subject to acceptance by Guinness World Record team"
3	Section-1 1. Scope of Work- Step 1,2,3 Supporting Activities – Paragraph 3	Claim endorsement records (CER) require third party verification of the market claims from competitors to know the minimum requirements or market standards. This is followed by an audit of the claim presented by the record claimant.	Is the clause indicating that third party verification of the market claims of all the competitors need to be undertaken by the successful bidder of this tender?	E&Y	No Change in Tender document clause accepted. However further clause Clarified as "Requirement is subject to Guinness world record team directives and to be fulfilled by successful bidder"
4	Section-1 1. Scope of Work- Step 1, Supporting activities (last para) and Step 3 Project Management Approach (Para 1)	Claim endorsement records (CER) require third party verification of the market claims from competitors to know the minimum requirements or market standards. On completion of full research, Selected consultant has to deploy an audit of their own claim by an internationally recognized audit firm	Please confirm: In case there is a requirement to on-board a third party/auditor, RailTel shall directly on-board that third party. Reasoning: At this stage it will be difficult to determine the requirement/scope of third party research firm and/or audit firm as this will depend upon the guidelines finally issued by GWR. Hence we request you to limit the scope of the Selected Bidder to assist RailTel to select the third party (procurement process).	KPMG	No Change in Tender document clause accepted. However further clause Clarified as "Requirement is subject to Guinness world record team directives and to be fulfilled by successful bidder".
5	Section-1 1. Scope of Work- Step 3 – Project Management Approach – Paragraph 3	GWR to complete verification and Selected consultant has to do all efforts for result to be in true order and sequence as per approved methodology, to achieve successful record, &	Is the clause ‘all efforts by the consultant’ inclusive of engaging other third party agencies other than an internationally reputed audit firm to ensure that the attempt is successful?	E&Y	No Change in Tender document clause accepted. However further clause Clarified as" All works in scope of Successful Bidder"

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		certificate to be sent or plan a certificate presentation.			
6	Section-2 Eligibility & Evaluation Criteria	Interested parties who submit their proposal as per above would be invited for a pre-bid conference to make presentation of their proposals covering their strengths, proposed approach and methodology, time span, IT interventions, limitations etc. and to substantiate their eligibility and capability to carry out such a study sharing salient outcomes of similar studies conducted earlier by them for various clients/sectors.	Do the presentations have to be made in the pre-bid conference or a separate date for the presentation will be notified after the opening of the e-bids? 2. What is the method of selection of the bidder based on the presentations made and the financial quotation? 3. We would suggest that a QCBS selection process be followed with 80 percent weightage on technical presentation and 20 percent weightage on financial quotation.	E&Y	No Change in Tender document clause accepted. However further clause Clarified as "Presentation is an desirable item not mandatory. Further, clarification given that Selection will be done on the basis of fulfilment of Eligibility Criteria and Bidding price on which L1 will be decided and all details are as per bid as defined in the RFP document"
7	Section-2 Eligibility & Evaluation Criteria Clause 2.1.1	Reputed National/International organizations/Marketing Research institutions	We understand that certificate of incorporation and self-declaration regarding presence in India and Globally shall meet this criteria. Please confirm	KPMG	No Change in Tender document clause accepted. However further clause Clarified as "Supporting documents need to be submitted in addition to self-declaration"
8	Section-2 Eligibility & Evaluation Criteria Clause 2.1.2	Having an experience of at least 5 years in conducting such Research studies/work	Please accept certificate of incorporation and self-declaration in this regard OR PO meeting the requirement to showcase adherence to the criteria	KPMG	No Change in Tender document clause accepted. However further clause Clarified as "PO meeting the requirement to showcase adherence of the criteria".
9	Section-2 Eligibility & Evaluation Criteria Clause 2.1.3	Having at least three such GWR based inhouse or third-party work experience	We request you consider changing this clause to as follows: Having at least ONE such GWR based inhouse or third-party work experience.	KPMG	Corrigendum has been issued

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10	Section-2 Eligibility & Evaluation Criteria Clause 2.1.3	Having at least three such GWR based inhouse or third-party work experience	We understand that self-certification for INHOUSE credential shall suffice. Please confirm	KPMG	No Change in Tender document clause accepted. However further clause Clarified as "Inhouse is already mentioned. Supporting documents needs to be submitted"
11	Section-2 Eligibility & Evaluation Criteria Clause 2.1.4	Minimum annual turnover of at least Rs. Five crores during the last three years	We understand that turnover for FY 16-17, FY 17-18 and FY 18-19 shall only be considered to evaluate the compliance to this criteria.	KPMG	Corrigendum has been issued
12	Section-2 Eligibility & Evaluation Criteria Clause 2.1.5	Organization with professionals (manpower) having relevant background expertise with Guinness World Record for its clients	Please accept self-declaration regarding this requirement	KPMG	Corrigendum has been issued
13	Section 2 - Evaluation Criteria Clause 2.2 (ii)"	Bidder should quote for all the items. The Offers will be evaluated on total cost for Step-1, Step-2 & Step-3	<p>The bidder should adhere to the cost quoted for Step 1, Step 2 and Step 3.</p> <p>In case there is any THIRD PARTY required to be bought on board (can be a research agency, audit agency etc.), there should be a direct contractual relationship between RailTel and the THIRD PARTY.</p> <p>The bidder (for this RFP) should be responsible to assist RailTel to bring on-board the agency (procurement process) and also to assist RailTel to monitor and track the delivery of scope of work of the THIRD PARTY.</p> <p>At this stage, it is difficult to budget for the requirement/ scope of the THIRD PARTY, effort and amount a THIRD PARTY may charge. It depends on the guidelines that GWR will provide at a later stage. Hence, the scope of the bidder through this RFP should be limited to assistance in procurement process (to bring on-board the required THIRD PARTIES).</p>	KPMG	No change accepted in the clause.

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14	Section-2 Clause 2.4 Period of Association	The period of association will be up to successful award of said record of RailTel’s from Guinness World record	We understand that The period of association may also upon GWR conveying its decision (positive/negative verdict) at any stage. Please confirm	KPMG	Corrigendum has been issued
15	Section-5 Payment Terms	<p>Payment terms</p> <p>1) Payment 1: 30% Payment of Step-1 may be payable after successful and satisfactory completion of the step -1,</p> <p>2) Payment 2: Subsequently 75% of remaining of step-1 may be paid after successful completion of step-2 in addition to 30% of step-2</p> <p>3) Payment 3: Subsequently, 75% of remaining of step-2 may be paid after successful completion of step-3 in addition to 30% of step-3</p> <p>4) Payment 4: Remaining payment of all PO’s issued under this contract will be paid upon receiving the claim record certificate form Guinness World record.</p> <p>Note:</p> <p>a. In case of disqualification of RailTel’s record claim from GWR after completion of the Step-1, 65% of remaining payment of Step-1 only will be paid.</p> <p>b. In case of non-requirement of Step-3, Remaining % of payment of Step-1 and Step-2 will be paid upon receiving the claim record certificate from Guinness World record.</p>	<p>It is requested that the bidder must be compensated for the activities completed. Please consider the following Payment terms</p> <p>1) Payment 1: 30% Payment of Step-1 may be payable after submission of first draft of deliverables of Step 1 to RailTel</p> <p>2) Payment 2 : 70% Payment of Step-1 successful and satisfactory completion of activities of Step 1 and submission of deliverables pertaining to Step 1 to RailTel</p> <p>3) Payment 3: 100% of Step-2 may be paid after submission of all deliverables pertaining to Step 2 to RailTel</p> <p>4) Payment 4: 100% of Step 3 may be paid upon receipt of verdict of GWR on the claims sought by RailTel</p> <p>Note:</p> <p>a. 'It is requested that the bidder must be compensated for the activities completed. Please consider to remove this clause.</p> <p>b. "Basis our understanding, Step 3 would NOT be required only if there is an adverse finding during step 1 or 2 and RailTel itself decides not to pursue the initiative. In such a case, the claim record certificate would in all probability NOT be issued. Hence, the bidder according to this provision would NOT get compensated for the activities and deliverables completed for Step 1 and Step 2.</p> <p>Please consider the following: In case of non-requirement of Step 3, the bidder must be compensated for Step 1 and Step 2 in entirety."</p>	KPMG	No change accepted .

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16	Section-5 Payment Terms	<p>Payment terms</p> <p>1) Payment 1: 30% Payment of Step-1 may be payable after successful and satisfactory completion of the step -1,</p> <p>2) Payment 2: Subsequently 75% of remaining of step-1 may be paid after successful completion of step-2 in addition to 30% of step-2</p> <p>3) Payment 3: Subsequently, 75% of remaining of step-2 may be paid after successful completion of step-3 in addition to 30% of step-3</p> <p>4) Payment 4: Remaining payment of all PO’s issued under this contract will be paid upon receiving the claim record certificate form Guinness World record.</p> <p>Note:</p> <p>a. In case of disqualification of RailTel’s record claim from GWR after completion of the Step-1, 65% of remaining payment of Step-1 only will be paid.</p> <p>b. In case of non-requirement of Step-3, Remaining % of payment of Step-1 and Step-2 will be paid upon receiving the claim record certificate from Guinness World record.</p>	<p>Requested amendments in payment terms to the following:</p> <p>1. Payment 1 – 50 % Advance for Step 1 on issue of Letter of Award</p> <p>2. Payment 2 – 50 % Balance of Step 1 and 50% advance for Step 2 upon successful and satisfactory completion of Step 1</p> <p>3. Payment 3 – 50 % Payment of Step 2 upon successful and satisfactory completion of step 2</p> <p>4. Payment 4 – 75% Payment of step 3 upon satisfactory completion of Step 3</p> <p>5. Payment 5 – Balance 25% payment for step 3 upon receiving the claim record certificate form Guinness World record.</p> <p>Note:</p> <p>a. In case of disqualification of RailTel’s record claim from GWR after completion of the Step-1, 100% of payment of Step-1 only will be paid.</p> <p>b. In case of non-requirement of Step-3, Remaining % of payment of Step-1 and Step-2 will only be paid. The shortlisted bidder through all its concentrated efforts towards achieving the record would not be able to provide a 100 % guarantee that the claimant would be able achieve the record due to factors which may be beyond the control, authority and jurisdiction of the shortlisted bidder.</p>	E&Y	No change accepted .
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17	Section 6- Special Terms and Conditions of Contract Clause 3	The bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender	Request to remove the clause as we don’t have the list of bidders (and hence don’t have the list of the Partners/ Directors of other prospective bidders)	KPMG	Corrigendum has been issued
18	Section 6- Special Terms and Conditions of Contract Clause 6	RailTel shall have the right to terminate the contract by giving days’ notice without assigning any reasons thereof	The number of days is not mentioned in the clause	KPMG	Corrigendum has been issued
19	Section 6- Special Terms and Conditions of Contract Clause 8	In case of any dispute or difference arising out of the contract which cannot be resolved mutually between RailTel and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, RailTel	Request that such appointment shall be by mutual consent of both the parties.	KPMG	Being Standard Clause there is no change. However, In case there is any govt or court guidelines available in this matter, the same will be adhered with at the time of such eventuality
20	Section 6- Special Terms and Conditions of Contract Clause 11	Security Deposit: The successful bidder has to submit a security deposit of 10% of the contract value within 30 days of issue of LOA as security for the due and faithful fulfilment of the contract by the contractor. The amount is to be paid in form of Demand Draft in name of “RailTel Corporation of India Limited”, payable at New Delhi	Since the first PO would be given only for Step 1 and Step 2, will the contract value (with regards to PBR requirement) be considered as a sum of amount quoted for Step 1 and Step 2.If yes, please confirm if the following understanding is correct - upon receipt of second PO i.e. for Step 3, a security deposit of 10% of amount quoted for Step 3 would have to be furnish and the initial security deposit for Step 1 & 2 will be returned.	KPMG	No change accepted in the clause.
21	Section-7 Other Important Terms of Contract Clause a	The Selected bidder will not outsource the work to any other associate/franchisee/third party under any circumstances	Please confirm whether a mandatory requirement to onboard a third party (independent research agency, auditor) would interfere with this provision or not	KPMG	Corrigendum has been issued

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22	Section-7 Other Important Terms of Contract Clause g	Intellectual Property Rights: The selected Bidder will indemnify RailTel of any infringement of third-party rights, be they under the Patents Act or the IPR.	We request you to consider removing this clause of the RFP. This may not be applicable to the bidders of this RFP solely basis the scope of work for which the bidder is being on-boarded.	KPMG	No Change in tender clause.
23	<i>Additional Query</i>	-	We understand "The services hereunder, are not intended to be an audit, examination, attestation, special report or agreed-upon procedures." Please confirm.	KPMG	As per the RFP document
24	<i>Additional Query</i>	-	We understand that we would be working in co-ordination with GWR. However, we also understand that our reports or deliverables would not be shared by the client to GWR or any third party Please confirm, if otherwise.	KPMG	As per the RFP document
25			Please confirm the total number of stations that have been covered under the public Wi-fi system? What the number with which the record is being attempted?	E&Y	Query without clause mentioning. However, it is clarified that 5500+ stations involved in this project.

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26			As mentioned in the RFP, does GWR require the validation of all of the following sub-criteria for the setting of the record – “Largest free rail transport Wi-Fi network” or a combination?:a. Highest Number of Free public Wi-Fi enabled Railway stations worldwide under single management b. More than One Million user logins every day for free public Wi-Fi networkc. Fastest rolling out of Wi-Fi at Maximum number of Railway stations: 3447 Railway stations in 03 months	E&Y	All Points are integral part of scope and interlinked with each other to achieve the main record title "Largest free rail transport Wi-Fi Network hence the entire scope may be read in same context.
27			Under the first criteria above – “Highest Number of Free public Wi-Fi enabled Railway stations worldwide under single management” – does management refer to the management of the Railway stations i.e. Indian Railways or the management of the public Wi-Fi system i.e. RailTel?	E&Y	Single Management here refer to single SSID.
28			Is there a particular time period for which this record needs to be validated i.e. sometime in the past. This is important given that not all of the network may be active at this present times during the lockdown.	E&Y	Query without clause mentioning. However, it is clarified that this record is based on Stations WIFI project of RailTel. Hence, it’s based on a past data and entire supporting data will be given to successful bidder.
29	Step 1 and 2 of the scope – Record Validation and Technical Support:		Is there any primary validation of data required by GWR for the data collected through research? Or is the scope only limited to secondary research.	E&Y	Query without clause mentioning. However, it is clarified "that this clarified above that Mode of research may be primary/secondary or both subject to acceptance by Guinness World Record team"

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30	Step 3 – Verification process and Audit		<p>a) Will there be any site survey needed ? If yes then will the travel cost be reimbursable?</p> <p>b) Please provide clarity on the level of logging and Monitoring RailTel maintains.</p> <p>c) How will the access of logs and required data will be provided by RailTel.</p> <p>d) What is the log retention period of RailTel?</p> <p>e) How is the connectivity of all 3500 stations. Is it centrally managed or region-wise?</p> <p>f) Is there any escalation matrix or time limit on getting the requested data.</p> <p>g) Will bandwidth or access related activity be part of scope. (For confirmation)</p>	E&Y	<p>Query without clause mentioning. However, it is clarified A) All expenses are part of the bidder cost.</p> <p>B) to G): All data is available and will be given to successful bidder being a confidential data and has only relevance to scope of work. Same will be shared with successful bidder".</p>
31	Additional questions:		<p>a) Is there any timeline defined for each of the three steps mentioned in the RFP?</p> <p>b) The draft contract copy has not been made available as per the RFP? Can the format of the draft contract be made available for legal review to ensure that there are no issues at a later stage.</p> <p>c) Given the delay in the pre-bid meeting and expected sub-sequent delay in the issue of the pre-bid responses, we would request that the proposal submission deadline be extended to minimum 10 days from the issue of the pre-bid responses.</p>	E&Y	<p>Query without clause mentioning. However, it is clarified a): Validity of the work is 90 days.</p> <p>b): Special terms and conditions already mentioned. If there is any Contract agreement will be shared with successful bidder only after issuing PO and agreement T&C will be strictly based on tender document only.</p> <p>c): Corrigendum has been issued</p>