

Response to pre-bid queries

Request for proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of Leased Bandwidth for "VISWAS-Phase-II" Project on behalf of Home Department, Government of Gujarat. RFP No: GIL/Home Dept./VISWAS Project Ph-II/Connectivity/2022			
Sr No	Details of Clause	Clarification Sought	Response to clarification
1	1) The TENDERER intends to procure Leased bandwidth for the VISWAS Project. The details of the locations and required bandwidth is as per Annexures A & B to this document.	Kindly provide Latlong details of each Locations.	Please see the Junction wise detail in the revised bid document.
2	Necessary approvals at building, RoW and from authorities at various locations for last mile related equipment is under bidder scope of work	Support - Single Window for ROW permission in each city to meet timeline	No change, As per RFP
3	2.5.2 The Uptime of the Network shall be monitored through the NMS Tools being procured through a separate tender by the TENDERER. The Successful bidder will be responsible for discovery, O&M and monitoring of links during the contract period through that NMS system only.	Which NMS Tool being procured through a separate Tender. Any Specification...	No change, As per RFP
4	2.6.5 Whenever the TENDERER wishes to withdraw/terminate a link, a written intimation will be placed with the selected bidder. Bidder is required to withdraw services at the location within 1 weeks, no charges shall be paid beyond the 1 Weeks Duration.	Please increase notice period for minimum 1 Month	No change, As per RFP
5	iii. The bidder must deliver the required bandwidth on a fiber optic network at the respective locations as per Annexure-A & B. The TENDERER will provide necessary space and raw power for termination of the links	we understood UPS / Power bkup shall be provided by GOG/TENDERER.	No change, As per RFP
6	35.3. The Bidder will have to carry out reinstallation or shifting of the Local Leas Circuit and related equipment 'Free of Cost', if required.	Request to consider shifting charges / reinstallation charges as this activity will involve capex on the base of requested location.	No change, As per RFP
7	37.1. Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.	Tenderer is requested to provide full support by providing permission authority letter in respect to the project, to the selected bidder. This will enable bidder with faster permission from various department.	No change, As per RFP
8	37.2. Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.	Tenderer is requested to provide full support by providing permission authority letter in respect to the project, to the selected bidder. This will enable bidder with faster permission from various department.	No change, As per RFP
9	37.3. Necessary approvals / clearances, from concerned authorities (like Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the Successful bidder for laying their own cables to meet system requirements.	Tenderer is requested to provide full support by providing permission authority letter in respect to the project, to the selected bidder. This will enable bidder with faster permission from various department.	No change, As per RFP

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10	37.4. Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities, for establishing the network and connecting different Network elements shall be obtained by the Bidder.	Tenderer is requested to provide full support by providing permission authority letter in respect to the project, to the selected bidder. This will enable bidder with faster permission from various department.	No change, As per RFP
11	19) Last mile should be on Optical fiber only (Underground with required regulatory and legal compliances) terminating at Media equipment of the TENDERER.	Pls allow last mile types fiber or UBR as per bidder feasibility. However bidder will meet the SLAs as asked for in the tender.	No change, As per RFP
12	2.4.2 Bidder is also required to aggregate all the Leased bandwidth and terminate them as a single fibre port (In multiplication of 10 G Ports) per the below mentioned Annexures:	Understand that CPE router will be provided by customer at both ends of the links. Bidder will terminate link into the Ethernet WAN port of this CPE router. The configuration and maintenance of this CPE router will be in scope of customer. Pls revert whether the understanding is correct?	No change, As per RFP
13	d) The bidder may aggregate the traffic from different locations within the City to a single aggregation point/ exchange of the bidder and provide a single link of the capacity as sum total of all aggregated links. However, from the aggregation point, the ISP network should have the redundancy to ensure the traffic reaches the respective District/City Control Center.	Understand that links are required from edge location to City/District Control room.	No change, As per RFP
14	iii. The bidder must deliver the required bandwidth on a fiber optic network at the respective locations as per Annexure-A & B. The TENDERER will provide necessary space and raw power for termination of the links.	1. Pls allow last mile media fiber OR UBR as per bidder feasibility 2. Pls revert whether customer will provide Rack space of approx 2RU and UPS Power of approx 100W at each site for installation of bidder network elements to deliver the links.	No change, As per RFP
15	iv. The Bidder will have to terminate the required bandwidth at the L2 Switch provided by the TENDERER at the end locations/points.	Who will provide CPE router at all sites	No change, As per RFP
16	vi. The bidder has to use the IP addressing schema provided by the TENDERER/DST	1. Pls revert whether L3 VPN ports are required at all sites OR L2VPN ports are required. If it is L2VPN, then the IP Schema to be proposed and implemented by tenderer only.	No change, As per RFP
17	Annexure-A- List of sites	Pls provide lat-long along with complete address for carrying out site feasibility.	Please see the Junction wise detail in the revised bid document.
18	Section 5: Price Bid Format, pg 128	Will multiple ISPs be empanelled and ISP will revert on the feasibility post tender selection process. ISP may report asked sites as "Not feasible" as well and no penalty will be imposed on account of non feasibility reporting. Is the understanding correct?	No change, As per RFP
19	Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by the TENDERER/GIL or its nominated agency during the terms of Contract until expiry of the performance guarantee.	Kindly clarify the scope of the audit and its frequency. We understand that the said audit will not have access to internal cost break up and books of accounts. Kindly confirm.	No change, As per RFP

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20	Penalty Clause	<p>Requesting Customer to please add exclusions to Service Levels as follows:</p> <p>Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:</p> <p>I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p> <p>ix. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,</p> <p>xi. Suspension of Service by the Company</p> <p>xii. Force Majeure Events,</p> <p>xiii. Customer scheduled maintenance,</p>	No change, As per RFP
21	The TENDERER or its designated agency or a Third-Party Agency will carry out all inspection and testing and acceptance of work done by the successful bidder. All Invoices, Vouchers, Bills for supplied goods and services by the Successful bidder under the scope of the work will be verified measured and accepted by such designated agency/TPA, for release of payment.	Kindly clarify the scope of the audit? Also, since telecom are regulated services and we are privy to the confidential records of several of our subscribers, any inspection is being limited to the records related to invoices related to the scope of services only and to exclude books of accounts and internal cost break up. Kindly modify accordingly.	No change, As per RFP
22	Any damage caused to the property of the TENDERER or any other department/agency while executing the job shall be sole responsibility of Successful bidder. In case any damage to the property is caused, the same will be recovered from the Successful bidder. No extra cost shall be paid to the Successful bidder for such reasons.	Request customer to modify such that the payment to be made only in the event the damage to property is solely and directly attributable to the bidder and to the extent of court awarded damages.	No change, As per RFP
23	In the event of the delay in delivery of contracted services or services is not satisfactory the TENDERER, may procure goods/ services from else ware as prescribed in bid and Successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Successful bidder.	There are already liquidated damages in the event of non compliance of the service levels in addition to forfeiture of the PBG. Considering that there are already remedies available, request you to delete the risk purchase clause.	No change, As per RFP

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24	Termination by the TENDERER	Clarity needed for subclause b considering there may not be dedicated manpower since telecom services are automated and people dependent. Further, sub clause d is open ended and to be deleted since the same is already covered in subclause c. Further, notice period for such termination to be increased to atleast 60 days.	No change, As per RFP
25	In case of breach of any terms and condition the contract, the Successful bidder shall be given a notice to rectify it. However, if they fail to rectify it within 72 hours, then they will be liable to pay compensation to the TENDERER at the rate decided by the TENDERER and same shall be sufficient cause for termination of contract.	The SLA are already predecided. Hence, request you to delete the reference to generic termination clause for failure to rectify within 72 hours . Kindly bring it in line with the termination clause of the RFP.	No change, As per RFP
26	Any damage caused to the property of the TENDERER or any other department while executing the job shall be solely Successful bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Successful bidder and no any extra cost shall be paid for such reasons.	Request customer to modify such that the payment to be made only in the event the damage to property is solely and directly attributable to the bidder and to the extent of court awarded damages.	No change, As per RFP
27	Successful bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by the TENDERER or any of its designated agencies during the terms of Contract until expiry of the performance guarantee.	Kindly clarify the scope of the audit? Also, since telecom are regulated services and we are privy to the confidential records of several of our subscribers, any inspection is being limited to the records related to invoices related to the scope of services only and to exclude books of accounts and internal cost break up. Kindly modify accordingly.	No change, As per RFP
28	Documents to be executed by Customer	The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license, in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	No change, As per RFP
29	<p>– 44: TERMINATION OF SERVICE</p> <p>44.1. Termination by the TENDERER – As the continuity of connectivity is one of the major issues to any public service communication, the TENDERER reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 15 days' notice in writing if: -</p> <p>a) The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;</p> <p>b) In case the TENDERER finds illegal use of connections, hardware, software tools, manpower etc. that are dedicated to the TENDERER'S project(s);</p> <p>c) In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;</p> <p>d) In case any connectivity link is down under the responsibility of successful bidder for more than 7 days continuously;</p>	Incase of termination of contract by Customer without cause or for convenience, Customer shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request Customer to revise the clause accordingly.	No change, As per RFP

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30	Average Annual Sales Turnover should be at least Rs. 500 Crores during last three financial years as on 31 March 2021. In case if the bidder is a wholly owned subsidiary/ Subsidiary Company wherein parent company having at least 75% stake, the Turnover of parent company would be considered for the eligibility.	We request you to kindly change the turnover accordance the estimated bid value and change the turnover criteria as per public procurement guidelines (GFR 2017).	No change, As per RFP
31	The bidders should hold any of the following licenses to operate: Unified Access License or Class 'A' /Class 'B' (for Gujarat) ISP license	We understand that point to point connectivity / MPLS connectivity, we request you to kindly ask the necessary license to comply the guidelines issued by DoT/TRAI to fulfill the RFP scope.	Please see the changes in the revised bid document.
32	-	We request you to kindly ask below experience clause from bidder: Bidder should have experience of connect minimum 500 junctions/locations in single purchase order during last 5 years.	No change, As per RFP
33	Bidder is also required to aggregate all the Leased bandwidth and terminate them as a single fibre port (In multiplication of 10 G Ports)	We request you to please provide Hub location details where aggregate bandwidth needs to terminate. This details is required to design efficient solution.	No change, As per RFP
34	The successful bidder must deliver these bandwidths on Gigabit Ethernet optically or electrically which will be taken as input on the Router provided by the TENDERER	Kindly confirm that the router provided by tenderer which is support to MPLS / point to point protocols.	No change, As per RFP
35	All locations must be connected on Optical Fiber only. No other last mile media type will be accepted.	All locations are all mostly not feasible by any Telco on underground optical fiber cable. We request you to kindly accept RF /OFC as a last mile.	No change, As per RFP
36	Last mile should be on Optical fiber only (Underground with required regulatory and legal compliances) terminating at Media equipment of the TENDERER.	All locations are all mostly not feasible by any Telco on underground optical fiber cable. We request you to kindly accept RF /Overhead fiber cable / underground fiber cable as a last mile.	No change, As per RFP
37	Network solution offered by the bidder should have the security provisions to prevent any unauthorized access to anybody including bidder or its partners.	Kindly confirm the hardware will be provided by tenderer like router and edge switches are supporting MPLS / point to point / IP SEC VPN type of security features.	No change, As per RFP
38	The bidder may aggregate the traffic from different locations within the City to a single aggregation point/exchange of the bidder and provide a single link of the capacity as sum total of all aggregated links. However, from the aggregation point, the ISP network should have the redundancy to ensure the traffic reaches the respective District/City Control Center.	We understand that in this project MPLS links needs to be setup / delivered to District / City control center. We request you to kindly provide the address of HUB location to design the solution.	No change, As per RFP
39	Type of test: As per TEC, acceptance test to be conducted on leased line and provision of testing equipment to conduct such test will be provided by the Successful bidder. The Successful bidder will provide necessary technical support to the TENDERER's staff to carry out the test.	As the Home Department is procuring the service via this tender from the telecom service provider, so the TEC test which are applicable to setup captive telecom infrastructure is not applicable here.	No change, As per RFP

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40	The Bidder is required to provide Leased connectivity between remote/Edge locations, District/City Control Centre and GSWAN District Control Room as per Annexure-A & B. The backhaul from the district/City Control center locations to the State Control Center located at Gandhinagar will be through the existing Gujarat Statewide Area Network (GSWAN) district control room	Kindly confirm where NMS / EMS software will be install. If NMS toll will be install at central location and logs are not available due to downtime of GSWAN link. In this senario, how SLA will be calculated.	No change, As per RFP
41	-	As the CCTV Installation RFP is divided in 4 clusters, we request you to kindly divide this RFP in accordance with CCTV tender patern only.	No change, As per RFP
42	In the event, the bandwidth requirement by the TENDERER exceeds the bandwidth capacity supplied, the TENDERER at their discretion may request the successful bidder to arrange for such additional bandwidth. When so requested, the successful bidder will facilitate to provide additional bandwidth on behalf of the TENDERER and as per the requirement of the TENDERER within 1 weeks. The payment of such additional bandwidth shall be done based on the price discovered in the Price Bid or as approved by the TENDERER shall be made to the Successful bidder.	We request you to kindly allow 2 weeks time instead of 1 week	No change, As per RFP
43	• Go Live Date” means the date on which the FAT of all the links as ordered under the project as per the Work order has been successfully completed and accepted by the TENDERER.	Request to Change : Kindly Provide Go-live per Location / City Basis; Due to 3ed Party dependencies may be some City / Location delayed. Please also consider city / Location wise penalty also WRT link Value not on the entire project Value.	No change, As per RFP
44	Payment	We are also payment of the link also on Link wise or lot of Links wise.	No change, As per RFP
45	The bidder shall ensure that the network deployed is IPV4 as well as IPV6 compliant	Need more clarity on this point, as P2P service is clear channel and unmanaged service.	No change, As per RFP
46	The successful bidder must deliver these bandwidths on Gigabit Ethernet optically or electrically which will be taken as input on the Router provided by the TENDERER. This is to ensure no physical changes are to be done in future up gradations	It is not viable to deliver small bandwidth like 10 MB on Gig electrical/optical port. Request you to look into it & kindly modify the clause.	No change, As per RFP
47	Last mile should be on Optical fiber only (Underground with required regulatory and legal compliances) terminating at Media equipment of the TENDERER	Since lot many locations are remote (tier 3 cities) hence request to allow the connectivity on 50% of locations on RF.	No change, As per RFP
48	The Uptime of the Network shall be monitored through the NMS Tools being procured through a separate tender by the TENDERER. The Successful bidder will be responsible for discovery of the provided links during the contract period through the TENDERER's NMS only. However it shall be the bidder responsibility to monitor the system for the day to day operations and management through its own monitoring tool	In P2P links, service monitoring will not be possible. Need clarity on this point. Also clarify who will integrate/manage both the systems.	No change, As per RFP
49	The bidder has to use the IP addressing schema provided by the TENDERER/DST	Need more clarity on this point, as P2P service is clear channel and unmanaged service.	No change, As per RFP

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50	Location details	Request to share lat/long, addresses and contact details of the locations for proper feasibility.	Please see the Junction wise detail in the revised bid document.
51	The bidder should hold any of the following licenses to operate: Unified Access License or Class 'A' /Class 'B' (for Gujarat) ISP license	Request you to ammend it as below for quality bidders participation: " The bidder should hold any of the following licenses to operate: Unified Access License/NLD License AND Class 'A' /Class 'B' (for Gujarat) ISP license"	Please see the changes in the revised bid document.
52	The date on which Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the System. Any delay by the Successful bidder in the Acceptance Testing shall render the Successful bidder liable to the imposition of appropriate Penalties	Request you to allow acceptance test in phased manner(city wise completion) instead of as a whole project as there would be dependancies on site readiness from the tenderer/SI.	No change, As per RFP
53		Request you to divide this bandwidth requirement in cluster wise just like the VISWAS - Infra tender for better compition & faster project implementation. Bidders can bid in 1 or 2 or all clusters as per his network availability.	No change, As per RFP
54		we suggest you to propose MPLS solution for this project, which is more secured, manageable & entire network can be monitored.	No change, As per RFP
55	The Bidder is required to complete the Installation,commissioning of the leased bandwidth as per the below mentioned schedule	Requested to mention the schedule against the locations in Annexure A & B.	Please see the changes in the revised bid document.
56	Various MIS reports has been asked It was mentioned that "The Uptime of the Network shall be monitored through the NMS Tools being procured through a separate tender by the TENDERER."	It is duplication of NMS Product which results in additional cost to the TENDERER. It is requested to remove the clauses related to various reports asked for NMS from the Service provider's scope.	No change, As per RFP
57	Clause 3: The bidder should hold any of the following licenses to operate: Unified Access License or Class 'A' /Class 'B' (for Gujarat) ISP license	It is requested to remove the Class 'A' /Class 'B' (for Gujarat) ISP license as it is not relevant to this project requirements. However, if GIL wants that ISP should participate as the bidder, then conjunction should be marked as "AND" instead of "OR"	Please see the changes in the revised bid document.
58	Note 3: The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.	It is requested to make it in specific requirement and it is suggested that the Agency should have executed a minimum project of 1000 Links within Gujarat since last 5 years in One Purchase Order as we understand it is very prestigious and sensitive project.	No change, As per RFP
59	It was mentioned about Latency and Packet loss.	It was mentioned about Latency and Packet loss. As it depends on the end point devices it is requested to remove the clause. Instead of that, It is requested to put the clause that service provider shall allow jumbo frame in the network.	No change, As per RFP
60	Necessary approvals at building, RoW and from authorities at various locations for last mile related equipment is under bidder scope of work.	We request to GIL to provide the Necessary approvals within building to lay the cables and also request you to please ROW charges wave off	No change, As per RFP

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61	The bidder is not only required to provide Leased connectivity at the locations given in Annexure A and B, but also maintain and upgrade this connectivity for the entire contract duration.	We request to help elaborate the exact connectivity type here.	No change, As per RFP
62	The bidder shall ensure that the network deployed is IPV4 as well as IPV6 compliant	As its point to point L1 Network so there is no requirement of IP's	No change, As per RFP
63	The bidder shall not cause any damage to the TENDERER's (or any other's) premises and property and shall perform restoration if any damage occurs. Trenches, path-cutting etc. shall be back-filled and restored to the original condition immediately after laying of the conduit/cable. The bidder shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material to restore it to its original/best state. Wherever needed, the bidder shall have to retrofit existing facilities in order to install the new system.	RI (reinstatement) will be under the scope of MSI, Service Provider will only refill the track after laying the fiber of possible.	No change, As per RFP
64	Last mile should be on Optical fiber only (Underground with required regulatory and legal compliances) terminating at Media equipment of the TENDERER	We request to allow bidder to lay the overhead fiber where underground laying not possible	Please see the changes in the revised bid document.
65	Bidder responsibility to monitor the system for the day to day operations and management through its own monitoring tool.	As its point to point L1 Network so bidder cannot monitor the links	No change, As per RFP
66	The Successful bidder will have to do the following task and activities but not limited to during the O&M period: a) To day to day check and monitor the Link availability and Network b) Testing and troubleshooting of the Network and Links as and when required c) Complaint, incidents resolutions as per the SLA terms and conditions d) Monitoring of Bandwidth Utilization, identification of unusual traffic e) Preparation & submission of MIS reports as and when asked by the TENDERER	As its point to point L1 Network so bidder cannot monitor the links and we can submit the MIS reports as per call logged at bidder helpdesk only	No change, As per RFP
67	Bidder is required to implement and commission the new link within 4 weeks from the date of work order	we request to please increase the delivery timelines from 4 weeks to 12 weeks subjected to ROW permission	No change, As per RFP
68	Installation & Commissioning of bandwidth: The Bidder is required to complete the Installation, commissioning of the leased bandwidth as per the below mentioned schedule Schedule 1>>>24 Selected Cities – Cluster-I, II & III- within 10 weeks** Schedule 2>>>Next 27 Selected Cities– Cluster-I, II & III within 18 weeks ** Schedule 3>>>Remaining Vadodara, Surat City & Existing Cities - within 26 weeks** Schedule 4>>>Additional as a part of the Rate Contract- within 4weeks from**	we request to please amend the clause as below Installation & Commissioning of bandwidth: The Bidder is required to complete the Installation, commissioning of the leased bandwidth as per the below mentioned schedule Schedule 1>>>24 Selected Cities – Cluster-I, II & III- within 22 weeks** Schedule 2>>>Next 27 Selected Cities– Cluster-I, II & III within 30 weeks ** Schedule 3>>>Remaining Vadodara, Surat City & Existing Cities - within 40 weeks** Schedule 4>>>Additional as a part of the Rate Contract- within 12weeks from** Subjected to ROW permission	Please see the changes in the revised bid document.

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69	Further successful bidder shall be required to Increase/decrease the bandwidth required at any location (after one time commissioning) within 7 Days from the date of issuance of the written Order/Communication.	We request to please provide the one month for same	No change, As per RFP
70	The bidder has to use the IP addressing schema provided by the TENDERER/DST	As its point to point L1 Network so there is no requirement of IP's	No change, As per RFP
71	MIS Reports: <input type="checkbox"/> Summary and status of issues / complaints logged at the Help Desk <input type="checkbox"/> Overall & link wise Bandwidth utilization. <input type="checkbox"/> Summary of resolved, unresolved and escalated issues / complaints	As its point to point L1 Network so bidder cannot monitor the links and we can submit the MIS reports as per call logged at bidder helpdesk only	No change, As per RFP
72	33: PAYMENT TERMS The Commissioning Date will be the date from which the TENDERER starts using the particular Commissioned link. The billing for these links will start from the commissioning date till the end of the active quarter on pro-rata basis.	we request to provide the site wise acceptance not on complete go live	No change, As per RFP
73	The successful bidder shall submit reports for link availability, downtime, usage, fault & rectification (if any) etc. for each link separately, as generated by its monitoring system on monthly basis	As its point to point L1 Network so bidder cannot monitor the links and we can submit the MIS reports as per call logged at bidder helpdesk only	No change, As per RFP
74	35: SERVICE TERMS The Bidder will have to carry out reinstallation or shifting of the Local Leas Circuit and related equipment 'Free of Cost', to a maximum distance of 100 meters, for distance beyond 100 meters the link will be considered as a new link and the charges shall be paid in accordance to the price bid.	Its has commercial impact so we request to allow bidder to charge as per actual	No change, As per RFP
75	36: PENALTY CLAUSE 36.1. Penalties for delay in implementation: liquidated damages will be levied @ 0.5% of the Quarterly Bill for delay of a day or part thereof, for the delayed site(s)/circuit(s), subject to the condition that the non commissioning of the delayed link(s) /circuit(s) does not materially affect the performance and working of the circuits already commissioned. In other cases, when non-commissioning of a link/circuit affects materially the performance & working of other links / circuits, liquidated damages would be levied on all the affected links/circuits.	we request to please amend the clause as below . 36: PENALTY CLAUSE 36.1. Penalties for delay in implementation: liquidated damages will be levied @ 0.5% of the Quarterly Bill for delay of a week or part thereof, for the delayed site(s)/circuit(s), subject to the condition that the non commissioning of the delayed link(s) /circuit(s) does not materially affect the performance and working of the circuits already commissioned. In other cases, when non-commissioning of a link/circuit affects materially the performance & working of other links / circuits, liquidated damages would be levied on all the affected links/circuits.	No change, As per RFP
76	The maximum Liquidated damages would be capped at 20% of the order value as per above and also the Successful bidder will be paid only from the date of actual commissioning of the link.	we request to please amend the clause as below The maximum Liquidated damages would be capped at 10% of the order value as per above and also the Successful bidder will be paid only from the date of actual commissioning of the link.	No change, As per RFP

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77	Operational Penalties-- Complete clause	We request to revisit the Penalties and relax the penalty in inline with industry standards	No change, As per RFP
78	39: ACCEPTANCE TEST Final Acceptance Test (FAT): After successful installation of the System in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted based on the successful link discovery in the NMS. After successful testing by the designated Agency appointed by the TENDERER, Acceptance Test Certificate will be issued by such agency which shall be considered as the successful commissioning of the required links.	we request to provide the site wise acceptance not on complete go live	No change, As per RFP
79	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. In building internal cable routing in false ceiling and under POP wall will be in customer scope of work	No change, As per RFP
80	Power and earthing	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.	No change, As per RFP
81	Network equipment safety	All the network equipment's delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	No change, As per RFP
82	Central spoke	Central spoke from customer is required to -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance.	No change, As per RFP
83	Delivery and signed off report	Scanned copy of the delivery, installation document will be shared with the customer on mail. Customer will provide the signoff for delivered locations billing (Site wise Billing) within 48 hours.	No change, As per RFP
84	Site readiness	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	No change, As per RFP
85	DELIVERY PERIOD & INSTALLATION	Tentative delivery time lines will be 14 to 16 weeks however it can be revised subject to the feasibility report outcome.	No change, As per RFP
86	Acceptance criteria	Acceptance should be provided Site wise and should be released within 24-48 hours of delivery and acceptance criteria will be ping test from DC/DR to remote locations.	No change, As per RFP
87	Bidder scope of work	Bidder scope of work will be limited to provide and maintained the last mile connectivity. Bidder will not be liable to provide any service beyond LAN interface termination on customer network device.	No change, As per RFP
88	ROW Permissions	Customer support is requested for the ROW permission, no penalty/LD will be applicable incase there is any delay in getting ROW approval from the concerned authority.	No change, As per RFP

Sr No	Details of Clause	Clarification Sought	Response to clarification
89	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	No change, As per RFP
90	Shifting /change in location	Charges will be applicable incase the shifting request is receive from customer after the link delivery. Customer has to release the LOC (Letter of Commissioning) for the delivered link and than shifting PO will be place to bidder. Shifting time lines will be confirm as per the feasibility at new locations.	No change, As per RFP
91	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket raised by the customer with the bidder central helpdesk. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.	No change, As per RFP
92	Payment	Bidder should be allowed to start billing immediately after getting the LOC from the date of link acceptance (Site Wise Payment).	No change, As per RFP
93	Re-instatement of work	RI (reinstatement) will be under the scope of local authorities, bidder will only refill the track after laying the fiber as much as possible.	No change, As per RFP
94	Payment concern	ISP acceptance/payment must not be put on hold incase re-instatement is delayed/ not done by the Authorities or not found as per customer expectations.	No change, As per RFP
95	Port and patch cord	Bidder will provide the Ethernet (RJ-45) handover to customer for LAN connectivity.	No change, As per RFP
96	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	No change, As per RFP
97	Not Feasible	In case, any of the location is declared as Not Feasible due to any constraint which is beyond the control of the bidder then bidder have the right of declare the location technically not feasible and no penalty/LD must be applicable for the same and the site will be excluded from bidder scope.	No change, As per RFP
98	Acceptance/ Testing	Requesting customer to have definitive time period to conclude the user acceptance test. For E.g. 3/4 days from date of delivery. If UAT is not concluded the services shall be deemed accepted by Customer.	No change, As per RFP

Sr No	Details of Clause	Clarification Sought	Response to clarification
99	Penalties	We request to revisit the Penalties and relax the penalty in inline with industry standards Addition of clause: Packet loss would be determined on every 1000 test packets on 0% to 80% of circuit load and should not exceed more than 1	No change, As per RFP
100	Latency	Average latency for every 1000 test packet should not exceed 50 ms on 0% to 80% of circuit load	No change, As per RFP
101	Packet Loss	Packet loss would be determined on every 1000 test packets on 0% to 80% of circuit load and should not exceed more than 1%.	No change, As per RFP
102	Bid security (EMD) : Rs. 1,50,00,000/-	To get better competitor price & solution request you to waived of the EMD amount	No change, As per RFP
103	Average Annual Sales Turnover should be at least Rs. 500 Crores during last three financial years as on 31 March 2021.	Request you to revise the average annual sales turnover to 200 Crore.	No change, As per RFP
104	Need flexibility to deliver the link either on Fibre or on RF for bandwidth upto 50 Mbps.	It will help in faster delivery & execution of entire project.	No change, As per RFP
105	Consortium should be allowed	Tender should have the provision to participate under Consortium.	No change, As per RFP
106		it is requested to share the Bank details as well in the corrigendum for preparation of EMD as a Bank Guarantee.	Please see the changes in the revised Bid document.
107		Kindly note that the locations also have different bandwidth other than financial bandwidth. Therefore, it is requested to update the bandwidth against those locations as per financial bid.	Please see the changes in the revised Bid document.