



RFP for
Providing MPLS & ILL links on BOOT basis at GMDC (CO, OCI and All Project
Locations)

RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24

CORRIGENDUM 2

Response to Pre-Bid Queries along with Specification change table

Publishing date : 02-02-2024



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**Pre-Bid query responses for RFP for Providing MPLS & ILL links on BOOT basis at GMDC (CO, OCI and All Project Locations)
RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24**



Details of specifications changed

Table highlighting the changes in specifications for RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24 for Providing MPLS & ILL links on BOOT basis at GMDC (CO, OCI and All Project Locations)				
Sr_No	Page No.	Section No.	Existing Specification / Clause / T&C	Revised Specifications / Clause / T&C
1	17	Section IV - Pre-Qualification Criteria: Prequalification for MPLS Offerings (Sr. no. 5)	FINANCIAL CAPABILITY Supporting to be given : Certificate(s) from statutory auditor with all relevant details to be submitted by the bidder.	FINANCIAL CAPABILITY Supporting to be given : Certificate(s) from statutory auditor / Chartered Accountant with all relevant details to be submitted by the bidder.
2	18	Section IV - Pre-Qualification Criteria: Prequalification for ILL Offerings (Sr. no. 5)	FINANCIAL CAPABILITY Supporting to be given : Certificate(s) from statutory auditor with all relevant details to be submitted by the bidder.	FINANCIAL CAPABILITY Supporting to be given : Certificate(s) from statutory auditor / Chartered Accountant with all relevant details to be submitted by the bidder.
3	18	Section IV - Pre-Qualification Criteria: Prequalification for ILL Offerings (Sr. no. 4)	Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last three years Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order should be for minimum 10 Locations.	Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last five years from the last date of bid submission. Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order should be for minimum 10 Locations.

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Table highlighting the changes in specifications for RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24 for Providing MPLS & ILL links on BOOT basis at GMDC (CO, OCI and All Project Locations)

Sr_No	Page No.	Section No.	Existing Specification / Clause / T&C	Revised Specifications / Clause / T&C
4	27	Exit Clause	As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender the link by giving 1 months' notice period.	As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender the link by giving 2 months' notice period.
5	30	Payments terms	100% against receipt of material post inspection and Certification of GMDC/TPA personnel for Installation, Go Live and Acceptance Test (AT) Installation charges would be paid once the system becomes Live and AT is done for All Location	100% against receipt of material post inspection and Certification of GMDC/TPA personnel for Installation, Go Live and Acceptance Test (AT) Installation charges would be paid once the system becomes Live and AT is done for All Locations The AT Period for all Links will be one-week post commissioning and go live confirmation from the bidder During this period links will be tested for all parameters mentioned in the SLA Parameter table. Billing Period will start after completion of AT for All location.
6	31	2	Link availability at each location - 99.5%	Link availability at each location - 99.5% (for both wired / wireless)
7	31	5	Round Trip Delay for ILL Links at all Locations Maximum 100 milli seconds (ms) for India and Maximum 200 milli seconds (ms) outside India	Round Trip Delay for ILL Links at all Locations Maximum 100 milli seconds (ms) for India and Maximum 300 milli seconds (ms) for outside India

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Sr_No	Page No.	Section No.	Existing Specification / Clause / T&C	Revised Specifications / Clause / T&C
8	31	Service Level Parameters Sr. no. b	In case of last mile link failure to GMDC at HO or OCI (Hyderabad and Mumbai), all the locations connected will be treated as down and penalty, as defined below, will be applicable till all the last mile connectivity is restored.	In case MPLS link fails at active hub Location (AHD CO / OCI Mumbai / OCI Hyderabad) than all connected locations will be treated as down and penalty, as defined below, will be applicable till connectivity is restored. No Penalty will be levied if restoration is done in the defined timelines in the SLA section.
9	35		The maximum height of pole should not be more than 3M above the roof top, which will be at the bidder's cost. If erection of the pole is done from the ground then there will be not limit for the height of the pole to be erected	The maximum height of pole should not be more than 09 M above the roof top, which will be at the bidder's cost. If erection of the pole is done from the ground then the maximum height of the pole would be 09 mtrs. if the longer lengths are required for mounting the radio then bidder needs to erect tower from the ground.
10	36	Remote Locations The last mile at other locations can be WIRED/WIRELESS.	The frequency should be restricted / licensed frequency band / secured to prevent intrusion /data loss / spoofing / sniffing and protection against interference from other wireless devices	The frequency should be in Licence / unlicensed and it should secure to prevent intrusion / data loss / spoofing / sniffing and protection against interference.
11	39	ILL Specifications	15 Static Live IP at CO & OCI and 7 static live IPs (apart from WAN IP) at Remote location shall be provided by successful bidder.	14 Static Usable Live IP at CO & OCI and 6 static usable live IPs at Remote location shall be provided by successful bidder.
12		New Specification		During the course of the contract if Service provider needs to make the changes associated to the configuration for facilitating GMDC requirements, the same will be done without any additional charges as a part of the O&M activity

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Sr_No	Page No.	Section No.	Existing Specification / Clause / T&C	Revised Specifications / Clause / T&C
Schedule of Bidding				
13	9	Last date of submission of Price bid through online	09/02/2024 up to 18.00 Hours	16/02/2024 up to 18.00 Hours
14	9	Last date of submission of physical documents i.e. EMD, RFP Fee, Technical Bid etc.	09/02/2024 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad	16/02/2024 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
15	9	Date for online opening of preliminary bid.	09/02/2024 at 18.30 Hours	16/02/2024 at 18.30 Hours

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Pre-Bid queries response table

Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
1	Annexure X Contract Agreement Draft	58	2.3	Termination of Agreement for failure to commence Services If the ISP does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the ISP, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the ISP shall be deemed to have accepted such termination.	Any failure of the Party to the Contract in performing their obligation, needs to supported by a notice, since that would give clarity on whether the delay or failure in commencing Service is directly attributable to ISP or any such third party or regulatory compliance issue at GMDC's end. So, requesting revision of clause after considering aforesaid justification.		No Change
2	Annexure X Contract Agreement Draft	60	3.1.3	Applicable Laws The ISP shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-ISP, as well as the Personnel and agents of the ISP and any Sub-ISP, comply with the Applicable Laws.	We request this clause be made mutual, since there is compliance to Applicable Laws that GMDC or its end users would need to ensure while availing or using the said Services, as the same would need to be in accordance with the existing telecom regulations and law.		No Change

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3	Annexure X Contract Agreement Draft	61	3.7.	ISPs' Actions requiring Authority's prior Approval. The ISPs shall obtain GMDC's prior approval in writing before taking any of the following actions: (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal; (ii) entering into a subcontract for the performance of the Services as per provision of RFP.	It would be a challenge to seek prior consent of GMDC with regards to appointment of personal or for each sub-contractor engaged by the ISP for routine and manual works, since that would lead to delays and red-tapism, for which ISP cannot be made liable for such delays in following the approval procedures.		No Change
4	Annexure X Contract Agreement Draft	69	12.2	Performance during Dispute Resolution Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.	Except for matter relating to monies or outstanding dues for Services successfully provided by ISP since it requires ISP to put forth huge CAPEX, for rest of matter ISP is ready to wait for pendency of the arbitral award and assures provisioning of Service.		No Change

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5	Annexure X Contract Agreement Draft	70	13.1	Handing Over of Project Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure , the Internet Service Provider shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the assets including all Customized Software, Standard Software, database and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall make payments as specified in clause 8.3 or 2.7.10 of this agreement as the case may be.	It is agreeable to the ISP that the handover and giving of peaceful possession of the assets including Software's that belong to GMDC would be handed over without any cost, but in case there are certain cost and expenses that may be derived by ISP for enabling provisioning of Service then GMDC would need to reimburse such cost and expense to ISP. Further no indemnity for third party claims with regards to the assets or software can be given by the ISP to GMDC for such handed over assets or software's.		No Change

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6	Annexure XI Non-Disclosure Agreement (NDA) Draft	70	Recital	<p>This Non-Disclosure Agreement ("Agreement"), dated this _____ ("Effective Date"), is made at Ahmedabad Gujarat India by and between: <u>Gujarat Mineral Development Corporation (GMDC)</u> having its corporate office at Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -380052, (hereafter referred to as "<u>Disclosing Party</u>", which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and permitted assigns); And</p> <p>_____</p> <p>_____ (Contracting Party name to be entered) registered office _____</p> <p>_____ (Complete postal address to be entered) hereafter referred to as "<u>Receiving Party</u>", which expression shall, unless be repugnant to the context or meaning thereof, mean and be deemed to include its permitted successors and permitted assigns).</p>	<p>We request the NDA agreement as a mutual agreement, since both parties would be disclosing information and receiving information from the other party during the term of the said arrangement. ISP would be giving information on their Personal, Network, Pricing etc. and GMDC would also be giving their requirements which are also confidential to them. Any disclosure of such confidential information by a Party would be detrimental or cause loss to the other party.</p>	No Change
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7		31	2	Link availability at each location - 99.5%	SLA for wireless will be 98.5%		Please find the revised specification as below: Link availability at each location - 99.5% (for both wired / wireless)
8		35		The maximum height of pole should not be more than 3M above the roof top, which will be at the bidder's cost. If erection of the pole is done from the ground then there will be not limit for the height of the pole to be erected	Pole height should be allowed till 9meter		Please find the revised specification as below: The maximum height of pole should not be more than 9 mtrs. above the roof top/ground, which will be at the bidder's cost. if the longer lengths are required for mounting the radio then bidder needs to erect tower from the ground
9				Right to Reject	Please provision right to reject clause in the current tender		No change

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10		17	Section IV - Pre-Qualification Criteria: Prequalification for MPLS Offerings (Sr. no. 4)	Experience of Executing similar works associated to MPLS supply and associated O&M in Government, PSUs and Corporates in India within the last 5 years Three projects of similar nature costing not less than 50 Lac value of awarded and the order should be for minimum 10 Locations	We acknowledge that the stipulation " within the last 5 years " pertains to the period starting from the bid release date. Kindly verify our interpretation.	For Clarity	It is bid end date not release date
11		17	Section IV - Pre-Qualification Criteria: Prequalification for MPLS Offerings (Sr. no. 5)	The bidder should have overall average annual turnover of at least INR 50 Crore in last 3 financial years (FY20-21, FY 21-22, FY 22-23) from the connectivity business (MPLS/ILL/IPLC etc.)	we would like to propose a slight modification to the financial capability requirement for bidders. Recommendation: The bidder should have overall average annual turnover of at least INR 50 Crore in last 3 financial years (FY20-21, FY 21-22, FY 22-23) from the connectivity business (MPLS/ILL/IPLC etc.) / Telecom Services	Organization Annual Report or Balance Sheet mainly do not contain bifurcation, business wise turnover.	No change For confirmation regarding the revenue generated from Connectivity business you can submit the Certificate from the Statutory Auditor / Chartered Accountant

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12		17	Section IV - Pre-Qualification Criteria: Prequalification for MPLS Offerings (Sr. no. 5)	Certificate(s) from statutory auditor with all relevant details to be submitted by the bidder.	We would like to propose a slight modification to the financial capability requirement for bidders. Recommendation: Certificate(s) from statutory auditor / Chartered Accountant with all relevant details to be submitted by the bidder.		Please find the revised specification as below: Certificate(s) from statutory auditor / Chartered Accountant with all relevant details to be submitted by the bidder.
13		18	Section IV - Pre Qualification Criteria: Prequalification for ILL Offerings (Sr. no. 4)	Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last three years Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order should be for minimum 10 Locations.	We would like to propose a slight modification to the pre-qualification requirement for bidders. Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last three five years from the last date of bid submission. Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order should be for minimum 10 Locations.	To qualify more bidders	Please find the revised specification as below: Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last five years from the last date of bid submission. Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order

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							should be for minimum 10 Locations.
14		12	FOR MPLS CONNECTIVITY	The last miles for primary and secondary links should be different and should come from different POPs ensuring full redundancy as required	<p>1. Understand that both primary and secondary links will be delivered from same service provider network and primary and secondary links will be delivered through primary and secondary paths on fiber last mile in ring where ring will be splitted at customer site. Both primary and secondary links will be delivered into same SDWAN CPE that will be provided by Customer.</p> <p>2. for remote locations, where links are delivered on RF(UBR) media, need permission to install two antennae on rooftop for delivering two links at a site.</p>		<p>In case Primary and Secondary bidders POP/BTS for extending the last mile is common and the primary bidder selects that POP then secondary bidder needs to extend the last mile from other POP/BTS Location</p> <p>Yes you can install two radio with two antennas using a single pole/mast</p>

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15		13	FOR ILL CONNECTIVITY	The last miles for primary and secondary links should be different and should come from different POPs ensuring full redundancy as required	<p>1. Understand that both primary and secondary links will be delivered from same service provider network and primary and secondary links will be delivered through primary and secondary paths on fiber last mile in ring where ring will be splitted at customer site. Both primary and secondary links will be delivered into same SDWAN CPE that will be provided by Customer.</p> <p>2. for remote locations, where links are delivered on RF(UBR) media, need permission to install two antenna on rooftop for delivering two links at a site.</p>		Please refer the response in Point no. 14

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16		25	Opening and comparison of the financial bids	The L1 bidder will be awarded the contract for primary links and L2 bidder will be awarded the contract for the secondary links if they match the negotiated L1 pricing (Bandwidth and Capex and Installation charges)	Does this mean that one ISP need to provide only one link-Primary or Secondary? In that case, the following clause mentioned on pg 12 is not valid for either Primary or Secondary link provider. "The last miles for primary and secondary links should be different and should come from different POPs ensuring full redundancy as required"		Please refer the response in Point no. 14
17		34	SECTION – VI SPECIFICATIONS FOR MPLS & ILL SERVICES Generic Specifications to be Complied by the bidders providing MPLS and	The Service provider should do all internal cabling till CPE for successful commissioning of the required for MPLS/ILL link without any additional cost to the GMDC.	Need Clarity whether Customer will provide following at all sites? 1. UPS Power approx. 100W 2. Network rack Space approx. 3RU 3. Proper earthing with E-N voltage <2 Volt 4. SDWAN CPE router with two Ethernet WAN ports for link termination.		GMDC would provide UPS power for the SDWAN CPE to be hosted in the rack Class 1 earthing would be provided at the rack location For any power and earthing requirements associated to the equipment mounted on the pole/tower the bidder needs to take care of the power and earthing requirements

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			ILL Services				
18		34	SECTION – VI SPECIFICATIONS FOR MPLS & ILL SERVICES Generic Specifications to be Complied by the bidders providing MPLS and ILL Services	The service provider should ensure that major security features against attacks as mentioned below are implemented in their network: <ul style="list-style-type: none"> • Protection against all kinds of attacks including DOS attacks, SYN attacks etc. • Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc. 	Understand that these security features are related to Internet Links only as Internet is public medium. For MPLS VPN, Service provider does not do anything of this sort if the threat is generated from Local LAN users of Customer VPN.		No change

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19		35	SECTION – VI SPECIFICATIONS FOR MPLS & ILL SERVICES Generic Specifications to be Complied by the bidders providing MPLS and ILL Services	The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly on SD-WAN CPE equipment or Network Switch as shown above diagram.	Pls revert whether Customer will provide SDWAN router OR Switch for Service Provider Link termination.		Yes, GMDC will provide the SDWAN router

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20		35	SECTION – VI SPECIFICATIONS FOR MPLS & ILL SERVICES Generic Specifications to be Complied by the bidders providing MPLS and ILL Services	The last mile being provided by the bidders for primary and secondary link should be designed in a way to ensure that All GMDC locations can get services from two different Service provider POPs meaning that if one POP is non-functional the other POP will ensure that services to GMDC are uninterrupted.	<p>1. Does it mean that Primary and Secondary links to be delivered through primary and Secondary paths on same service provider network? however both primary and secondary paths to be terminated into two different POPs of same service provider for POP level redundancy purpose?</p> <p>2. This is applicable only for links delivered on fiber last mile. The links that will be delivered on UBR(RF) last mile will be single link only without primary and secondary paths. Pls revert.</p>		Please refer the response in Point no. 14

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21		35	HO and OCI (Mumbai & Hyderabad)	The primary and secondary links will be terminated on different CPE devices and both the links will active and traffic should flow thru both the links.	Do you need primary and secondary links from two different service providers'? If Yes, pls, select primary and secondary service providers separately through bidder selection. Only then both Primary and Secondary links will work in Active -Active mode and total link capacity available at Customer site will be sum of the individual capacities of both links.		No change
22		35	Remote Locations The last mile at other locations can be WIRED/ WIRELESS.	In case last mile on WIRELESS last mile: The maximum height of pole should not be more than 3M above the roof top	Pls allow up to 6 mtr pole on rooftop.		Please refer the response in Point no. 8

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23		35	Remote Locations The last mile at other locations can be WIRED/ WIRELESS.	All equipment, towers, poles, etc., deployed at the GMDC campus shall be automatically transferred to GMDC after completing or terminating the contract.	The pole erected by Service provider for delivering services, will remain to be property of that service provider and service provider will be free to dismantle the tower post expiry of contract. Pls revert.		No change
24		36	Remote Locations The last mile at other locations can be WIRED/ WIRELESS.	The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices	The frequency will be unlicensed band in 2.4/ 5/ 5.8 Ghz bands. Service provider will ensure no interference to GMDC from other links, if there is any issue regarding interference. Pls revert.		Please find the revised specification as below: The frequency should be in licenced / unlicensed band and it should secure to prevent intrusion / data loss / spoofing / sniffing and protection against interference.
25		37	MPLS specifications	Following reports as mentioned below needs to be submitted by the successful bidder	Service provider will provide self-care portal from where customer can view/ download reports as per convenience. Service provider will not submit any performance reports through Email or in physical form. Pls acknowledge.		No Change Service provider needs to monitor the offered links till their CPE/Radio (Installed at GMDC premises) thru their NOC and based on the monitoring Service

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							providers should submit the reports as per the requirement defined Apart from this Service provide will create the Self Care portal thru which GMDC will monitor the links at its own NOC
26		37	Online dashboard:	System must also trigger detailed alert SMS and e-mail to identified officials of the GMDC	Since CPE router is supplied by customer for WAN link termination, the link will be managed till the Network Switch supplied by Service Provider and hence no auto email/SMS will be provided to customer. The trouble ticket will be created post customer notifies the fault buy calling / Emailing to Service Provider Customer care and thereafter troubleshooting and rectification will be initiated. Pls acknowledge.		If Link is non functional due to problems associated to Service Provider CPE/Radio/Cabling then based on the Service Provider NOC Monitoring they need to generate a ticket automatically and inform GMDC thru mail and SMS and initiate repair works immediately. Mail id and phone no. of authorised GMDC personals will be provided by GMDC
27		38	MPLS specifications	A separate IPSEC VPN is to be created only for GMDC network and in no way the VPN should be shared with other customers sharing the MPLS backbone	Service provider network will allow IPSEC or other encrypted traffic from customer network. However, service provider will not implement any additional		Yes understanding is correct

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
					encryption, on customer traffic, in its core network. Pls acknowledge.		
28		38	MPLS specifications	Further, there should not be any dependency on the service provider if GMDC decides to implement SDWAN or other VPN variants like GETVPN, DMVPN or any other such technology.	the features like GETVPN, DMVPN will be initiated from Customer SDWAN CPE router only. Service provider MPLS network is agnostic to such features and these features will be carried over in transparent manner on service provider network. Pls acknowledge.		Yes understanding is correct
29		38	ILL Specifications	15 Static Live IP at CO & OCI and 7 static live IPs (apart from WAN IP) at Remote location shall be provided by successful bidder.	Service Provider will provide /28 subnet IPv4 address pool that provides total 16 nos IP addresses, out of which 14 nos are usable. Similarly, at remote locations, service provider will provide /29 subnet IPv4 address pool that has total 8 nos IP addresses, out of these 6 nos are usable. Pls acknowledge.		Please find the revised specification as below: 14 Static Usable Live IP at CO & OCI and 6 static usable live IPs (apart from WAN IP) at Remote location shall be provided by successful bidder.
30		25		Signing of Contract, Service Level Agreement and Non-Disclosure Agreement (NDA)	If there is any format please share of our validation		NDA and Agreement format is already there in published RFP document. Refer the same

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
31		27		Exit Clause	We request not to surrender /terminate the links for convenience.		Will surrender the links as per the requirement. Please refer the response in point no. 50 having the details of the updated exit clause
32		31		Service Level Parameters	Requesting Customer to please add exclusions to Service Levels as follows: 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: 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 ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.		No Change SLA will be as per RFP Terms

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
					<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>		

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
					x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,		
33		33	Termination for convenience:	Termination for convenience:	We request not to surrender /terminate the links for convenience.		No change

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
34		33	Risk purchase:	If successful bidder fails to cure the breach in the agreed duration and accept its inability to correct, GMDC may terminate the part of the contract that is breached and employ a third party to do the work at the risk & cost of successful bidder. The successful Bidder shall not be liable for any compensation for the work executed this way. The successful bidder shall execute the balance part of work as agreed under the contract	Please let us know how would be other service provider selected. Further what is max capping for Risk Purchase?		The Maximum value of the risk purchase will not exceed the contract value.
35		33		Foreclosure: In case of any necessity arising due to working conditions or any unforeseen reason not in the control of the GMDC or any reason whatsoever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for. For this no compensation will be payable to the successful bidder	We request not to surrender /terminate the links for convenience.		No Change

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
36		54	ANNEUXRE X E X Contract Agreement Draft	ANNEUXRE X Agreement Draft	Contract Considering the nature of services , Customer Application from(CAF) which is a regulatory documents shall be executed by Customer. Hence the CAF shall form part of the Contract documents and shall prevail for regulatory terms and related compliance. Trust this is acceptable ?		CAF will be filled and given by the GMDC for each site but the overall Contract terms will be governed by the Contract Agreement defined in the published RFP
37		60	3.3 Confidentiality	3.3 Confidentiality	We request for mutual confidentiality clause so that both parties information is protected		No change
38		64	4.6 Sub- ISPs	4.6 Sub-ISPs	Certain activities are sub contracted such O&M activities , call center , installation and commission of equipment's, etc. however core telecom services shall never be subcontracted		Full subcontract is not allowed however bidder may hire external agencies for one time installation activities. O&M should be done by the bidder and for GMDC the bidder will be single point of contact for all communication, queries and services
39		68	10 OWNERS HIP OF PROJECT	10 OWNERSHIP OF PROJECT	The provision of clause shall not be applicable considering the nature of services		No change

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
40		70	ANNEXURE XI Non-Disclosure Agreement (NDA) Draft	NON - DISCLOSURE AGREEMENT	We request for mutual confidentiality agreement so that both party's information is protected		No change
41		75	ANNEXURE XI Non-Disclosure Agreement (NDA) Draft	4.2 The duration of time for which the Receiving Party shall maintain received Confidential Information in confidence in accordance with the covenants herein shall end ten (10) years following the date of the expiration or early termination of the Term (the "Confidentiality Period").	We request that the survival period shall be for 3 years post termination or expiry of the Agreement		No change
42		Additional	Additional	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

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
43		32	Penalty Clause	<90% Then 100% penalty deduction	Request you to relax the penalty clause as it is very stringent. We request to to change as <80% Uptime then 100% deduction	We shall try to provide 100% uptime however looking at the remote locations of GMDC we strongly recommend to keep 100% penalty deduction if uptime will be <80%	No change
44		39	ILL specification	15 Static Live IP at CO & OCI and 7 static live IPs (apart from WAN IP) at Remote location shall be provided by successful bidder.	Please confirm the usable IPV4 at each location.		Please refer the response in Point no. 29
45		25	Opening & comparison of Financial bid	The L1 bidder will be awarded the contract for primary links and L2 bidder will be awarded the contract for the secondary links if they match the negotiated L1 pricing (Bandwidth and Capex and Installation charges).	Request you to kindly allow to quote separately for Primary and secondary links of ILL and MPLS respectively.		No change

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
46		37	Remote locations	Successful Bidder shall have capability for expandability, upgradability in terms of Bandwidth. The bandwidth at type A Locations should be scalable upto 200 Mbps and those at type B Locations should be scalable upto 30 Mbps	Request you to remove the scalability clause for Type B location.		No change
47		38	End of Life & End of Sale condition	If any new site is added by GMDC in future, the selected bidder must provide the desired bandwidth to GMDC.	Sir request to remove this clause as the future location is unknow. We can provide the desired bandwidth at new site if site is feasible to us. There should not be any penalty in case we are unable to make the new location feasible.		No change
48		36	Remote Locations	Shifting within the campus of Radio link / pole / tower if any during the contract period required / intimated by GMDC will be carried out by successful bidder free of cost.	Request you to please add a clause that shifting can be done within the premises free of cost if the new location is feasible/LOS is clear.		No change
49		-	Additional Query	-	We request to include DDOS mitigation services along with ILL at each location.		DOS attack protection clause is already mentioned in the general specifications

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50		27	Exit Clause	As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender the link by giving 1 months' notice period.	We request you to add a locking period of minimum 18 months before surrender the link	The site of GMDC are very remote and we need to invest a huge amount of CAPEX to connect the location. The current clause will not be viable in such situation hence request to review and change it.	As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender Please find the revised specifications as below As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender the link by giving 2 months' notice period.

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
51		31	Service Level Parameters Sr. no. b	In case of last mile link failure to GMDC at HO or OCI (Hyderabad and Mumbai), all the locations connected will be treated as down and penalty, as defined below, will be applicable till all the last mile connectivity is restored.	Request you to please consider penalty on particular link not for the all locations.		Please find the revised specification as below: In case both MPLS link fails (Primary and Secondary) at active hub HO/OCI Location (AHD CO / OCI Mumbai / OCI Hyderabad) than all connected locations will be treated as down and penalty, as defined below, will be applicable till connectivity is restored. No Penalty will be levied if restoration is done in the defined timelines in the SLA section.

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52			Additional Query	-	-	We recommend the additional clause for last mile sub-contract - "Bidder should not sub-contract or take third party last mile from its PoP/BTS to GMDC Site."	No change
53		17	5	FINANCIAL CAPABILITY: The bidder should have overall average annual turnover of at least INR 50 Crore (Turnover from System Integration Business) in last 3 financial years (FY20-21, FY 21-22, FY 22-23).	As per MANUAL FOR PROCUREMENT OF CONSULTANC & OTHER SERVICES published by Government of India Financial Capability: Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost.	Please update turnover criteria siting above.	No change

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54		7	SECTION – II PROJECT BRIEF AND DETAILS	Post release of the work order to the bidders selected by the bidding process the successful bidders would complete the entire project on turnkey basis within 12 weeks times which includes Supply, Installation, Testing and Commissioning of all the links from the date of work order.	We request to please increase the delivery timelines from 12 weeks to 20 weeks		No change
55		30	Payments terms	100% against receipt of material post inspection and Certification of GMDC/TPA personnel for Installation, Go Live and Acceptance Test (AT) Installation charges would be paid once the system becomes Live and AT is done for All Location	We request to provide the payment site wise not on the complete go live		Please find the revised specification as below: 100% against receipt of material post inspection and Certification of GMDC/TPA personnel for Installation, Go Live and Acceptance Test (AT) Installation charges would be paid once the system becomes Live and AT is done for All Locations The AT Period for all Links will be one-week post commissioning and go live confirmation from the bidder

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							During this period links will be tested for all parameters mentioned in the SLA Parameter table. Billing Period will start after completion of AT for All location.
56		30	Liquidated Damages	GMDC may, without prejudice to its other remedies under the Agreement, levy as Liquidated damages, a sum equivalent to 1% of the contract value for each week (Week means 6 days per week) of delay, until actual delivery. The maximum aggregate Liquidated Damages will not exceed 10% of the contract. if	We request to please amend the clause as below GMDC may, without prejudice to its other remedies under the Agreement, levy as Liquidated damages, a sum equivalent to 0.5% of the complete value for pending sites value for each week (Week means 6 days per week) of delay, until actual delivery. The maximum aggregate Liquidated Damages will not exceed 5% of the contract. if		No change
57		31	Service Level Parameters	Round Trip Delay for ILL Links at all Locations	Pls allow 270 Ms for New York and 300 Ms for USA		Please find the revised specification as below: Maximum 100 milli seconds (ms) for India and Maximum 300 milli seconds (ms) outside India

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58		32	Penalty Clause during O&M Period	Complease clause	We request to reduce the SLA penalty as per industry standard		No change
59		34	VI SPECIFIC ATIONS FOR MPLS & ILL SERVICES	Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the "force majeure" clauses will apply. External antennas should have proper lightning arrester, wherever necessary	We request To exclude the below mention points from bidder scope 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location		This clause is related to Radio/CPE which you will be supplying and installing at the customer site. Please refer the response given in point no. 26
60		35	Last Mile Connectivity Specifications	The bidder will be solely responsible for all liaising, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc., for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract	We request to please exclude the LD if any delay in getting the ROW permission		No change

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61		35	Last Mile Connectivity Specifications	Any deviation with respect to feasibility report submitted such as wired to wireless; increase in pole height, declared as non-feasible, etc., during implementation of the project will not be accepted. The selected bidder shall be penalized for the deviation.	We request to please allow 30 % deviation as initially bidder do the L1 feasibility		No change
62		35	Remote Locations	The maximum height of pole should not be more than 3M above the roof top, which will be at the bidder's cost. If erection of the pole is done from the ground then there will be not limit for the height of the pole to be erected	we request to please allow 15 Mt pole height to get the links feasible		Please refer the response in Point no. 8

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63		35	Remote Locations	The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices. The bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for GMDCs network	We request to please allow to put the Un Licensed band RF to provide the connectivity		Please refer the response in Point no. 24
64			General	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		Site and access permission will be managed by GMDC team in consultation with the local team For internal cabling if POP or false ceiling needs to be open GMDC will do the needful and post that cabling needs to be done by the bidder
65			General	Power and earthing	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be		Please refer the response in Point no. 17

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					arranged and maintained by customer.		
66			General	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.		Post hand over custody of the equipment's will be GMDC's responsibility but before that all ownership of goods being supplied will be the responsibility of the bidder
67			General	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.		GMDC will assign an Project manager/PMC and they will be the contact point for the bidder

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68			General	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.		Please refer the response given in point no. 55
69			General	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.		Bidder to conduct site survey post issue of the work order before starting the works and submit a report based on the same GMDC will do the needful if the site is not ready
70			General	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 Delivery period would be as per the RFP terms
71			General	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.		Please refer the response given in point no. 55
72			General	COS criteria & LAN details	Please confirm the COS, Routing Protocol, LAN IP Schema.		Will be shared with the successful bidder

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73			General	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.		Noted
74			General	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.		GMDC will assist the vendor by giving the necessary concurrence in terms of signs etc. required on the documents to be submitted on behalf of GMDC. Other than this all other things needs to be managed by the bidder and delay accountability will be on the bidder side as per the RFP terms

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75			General	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.		It will be responsibility of the bidder to do the first level troubleshooting in case the connectivity is down. GMDC will arrange the permissions for site access Please refer point no. 25 regarding link monitoring and ticketing
76			General	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

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77			General	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
78			General	Payment	Bidder should be allowed to start billing immediately after getting the LOC from the date of link acceptance (Site Wise Payment).		Please refer the response given in point no. 55
79			General	Port and patch cord	Bidder will provide the Ethernet (RJ-45) handover to customer for LAN connectivity.		OK
80			General	Service Level Agreement	SLA for OFC links will be 99.5% and for RF will be 98.5%		Please refer the response in Point no. 7

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Sr. No.	Bid Section No.	Bid Page No	Para No. / Existing Clause No.	Description as per Bid / Existing Clause	Query of the Bidder	Bidder Clarification/ Justification	GMDC Response
81			General	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.		Please refer the response in Point no. 17 SLA will be applicable of CPE devices like Radio/Fiber convertor provided by the bidder. If equipment is hosted in the rack GMDC will provide UPS power and earthing for the same. But for equipment's hosted on the pole/tower it will be the responsibility of the bidder to maintain stable power and appropriate earthing. For the same RAW power if required will be provided by GMDC
82			General	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		Not accepted.

**Pre-Bid query responses for RFP for Providing MPLS & ILL links on BOOT basis at GMDC (CO, OCI and All Project Locations)
RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24**



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					and the site will be excluded from bidder scope		
83			General	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.		Please refer to the response given in point no. 55
84			General	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%.		As per the SLA parameters defined in the RFP documents