

Section	Clause No.	Page No.	Content in RFP	Queries/amendment request received from the bidder(s) before 1st December, 2020 11:00 AM in reference to the tender No.22(9)/DIT/COMM/2020 dated, 20th November, 2020				Amended and published corrigendum dated 3rd December, 2020
				Reliance Jio Infocomm Limited	Vodafone Idea Limited	Power Grid Corporation of India Ltd.	Ishan Netsol Pvt. Ltd.	
Eligibility Criteria		3	The Bidder should be Telecom Regulatory Authority of India (TRAI) / Department of Telecommunications (DOT), Govt. of India approved Internet Service Provider (ISP) or Infrastructure Provider (IP).				We request you to kindly amend this clause as:  The Bidder should be Telecom Regulatory Authority of India (TRAI) / Department of Telecommunications (DOT), Govt. of India approved Internet Service Provider (ISP) – Class “A” License holder and must have Long Distance License (NLD) holder.	The bidder should be Telecom Regulatory Authority of India (TRAI) / Department of Telecommunications (DOT), Govt. of India approved Internet Service Provider (ISP) or Infrastructure Provider (IP) or National Long Distance (NLD) service provider.
Eligibility Criteria		3	Annual sales turnover generated from services related to ISP/IP only during each of the last three financial years, should be at least Rs.50 lakh. Extracts from the audited balance sheet; OR Certificate from the statutory auditor.	In case of large company like ours which has various streams of business it is very difficult to show case such bifurcation. Request you to kindly make this clause generic and accept CA certificate as well. Suggested Clause is: "Annual turnover generated during each of the last three financial years, should be at least Rs.500 Crore (FY 2017-18, 2018-19, 2019-20).Extracts from the audited balance sheet; OR Certificate from the statutory auditor OR CA Certificate highlighting the annual turnover				Extracts from the audited balance sheet; OR Certificate from the statutory auditor; OR CA Certificate highlighting the annual turnover.
Eligibility Criteria		3	The Agency must have successfully provided Point to Point leased line services in Government / PSU organizations of value specified herein: - One project of similar nature not less than the amount of Rs 30 lakh; OR - Two projects of similar nature not less than the amount equal of Rs 20 lakh each; OR Three projects of similar nature not less than the amount equal to Rs 15 lakh each;	This Clause is favouring only old technology players which offered P2P only. New players like us which have next gen technology and provide L2 VPN for P2P will not have such credentials. Request you to kindly change the clause and allow us to participate. Kindly add option of MPLS Services in the clause. Suggested Clause is: "The Agency must have successfully provided Point to Point leased line services or MPLS Services in Government / PSU organizations of value specified herein: One project of similar nature not less than the amount of Rs 30 lakh; OR - Two projects of similar nature not less than the amount equal of Rs 20 lakh each; OR Three projects of similar nature not less than the amount equal to Rs 15 lakh each;"				No change
Eligibility Criteria		3	The company must have a local office in Tripura.				We request you to kindly amend this clause as:  The company must have a local office in Tripura. Or Bidder should provide undertaking for provide local office within 45 days from the date of purchase order	The company must have a local office in Tripura; or Bidder should provide undertaking for providing local office within 45 days from the date of Purchase Order issued to them.
Term	19	9	Term: the duration of contract will be initially for 1(one) year. Extendable to year by year for 2 (two) more years, subjected to satisfactory performance of previous year.	Request you to kindly increase the duration of contract to minimum 5 years. As, you are planning to select L1 bidder sitewise and many sites are in remote locations. If you make minimum contract as 5 years, you will get quality national players to offer you very competitive price for each site. Suggested Clause:"Term: the duration of contract will be initially for 5 (five) years. Extendable to year by year for 2 (two) more years, subjected to satisfactory performance of previous year."				No change

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Financial Bid Requirement	17	9	Note 1: - There are 76 sites in the Table 3. LL BW service provider will be selected site wise. For each site agency will offer price (annual LL BW rate) in column (f) of Table 3 for the LL BW requirement indicated in column (e) for that site. Bidder has to offer price for column (g) and column (h) also, which may be used in future during contract period for bandwidth upgradation or reduction (annually). A Bidder can submit bid for minimum 25 sites or for all sites, but has to quote for column (f), (g), (h) for each site submitted, else that bid may be rejected. Bidder for each site will be selected based on lowest price offered after summing 80% of value at column (f) plus 10% of value at column (g) plus 10% of value at column (h).	If you want to get an aggressive quote, request you to kindly select L1 player on overall basis. Request you to kindly look at that option					No change
Scope of work	20	10	LL BW service availability should be monitored by selected agency(s) using Network Management System (NMS) software. NMS generated service availability report should be shared with DIT on monthly basis.	Do you want dedicated NMS to be offered or the current NMS setup of IPS will be sufficient. Kindly confirm					No change
			Generic Query	We understand that L2 MPLS VPN is acceptable for Point to Point Lease line by you. Kindly confirm					Not acceptable
Penalty for failure to commission LL BW to any site	22	11	1 (One) Lakh per site as penalty for implementation failure would be deducted from the next payable amount or PBG to respective agency(s).	This penalty is very harsh; kindly change to industry standard i.e. 0.5% of Annual Charges per week of the particular link to be imposed as penalty for a week's delay of that particular link.				We request you to please remove this clause. Or amend this clause as: 5,000 (Five Thousand) per site as penalty for implementation failure would be deducted from the next payable amount or PBG to respective agency(s).	No change
Provisioning of LL BW	21	10	Provisioning of LL BW: Selected agency has to provision LL BW to the site(s) as per WO given to them within 30 calendar days of WO issue date. Agency has to commission the LL BW to the site(s) and has to submit a successful commissioning report to DIT in this regard with signature (with seal) from respective site in-charge within 30 calendar days of WO issue date.	Request you to kindly change the delivery timeline to minimum 75 days; as it's a hilly/remote terrain and is very difficult to do the needul job withing 30 days.				We request you to kindly amend this clause as: Selected Agency has to provision LL BW to the site(s) as per WO given to them within 60 calendar days of issue date.	Selected agency has to provision LL BW to the site(s) as per WO given to them within 60 calendar days of WO issue date. Agency has to commission the LL BW to the site(s) and has to submit a successful commissioning report to DIT in this regard with signature (with seal) from respective site in-charge within 60 calendar days of WO issue date. Else DIT would issue WO cancelation notice for the incomplete site(s) and issue fresh WO to L2 bidder (if empanelled) for that site(s). Similarly, if L2 bidder fails then to L3 bidder.
LL BW Link Availability Requirement	23	11	99.50%	Request you to kindly change the uptime requirement to minimum 98.5% which is an industry standard for hilly/remote terrain. And accordingly change the penalty as well				We request you to please amend the SLA 98.5% instead of 99.5%.	98.5% for each site from 10 AM to 6 PM on all working days of Tripura Govt. during each quarterly period.
Operational Penalty:	25	11	>=99.5% - No penalty; >=95%<99.5% - 10% for that link for that quarter; >=90%<95% - 20% for that link for that quarter; Less than 90% - No amount will be paid for that link for that quarter	Request you to kindly change the uptime requirement to minimum 98.5% which is an industry standard for hilly terrain. And accordingly change the penalty as well. Suggested Clause is" ">=98.5% - No penalty; >=95%<98.5% - 10% for that link for that quarter; >=90%<95% - 20% for that link for that quarter; Less than 90% - No amount will be paid for that link for that quarter"					Service availability Penalty from the Quarterly Payment- >=98.5% No penalty; >=90%<95% 20% for that link for that quarter; Less than 90% 50% for that link for that quarter

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Financial Bid Requirement	17	9	Price Validity: 3 years	Request you kindly to reduce price validity to 6 months					No change
			Generic Query	Kindly share detailed address of each location having PIN CODE along with LAT & LONG to do the needful study and survey for finding feasibility of delivery.	To get our feasibilities done of the locations request you to kindly help with the lat/ long of all the locations. (A end and B end)	kindly share the co-ordinates(Lat/Long) of the individual sites (76nos) along with the respective 8 district HUB locations for working out the technical/comercial feasibility			New addition, Latitude & Longitude details of all SWAN PoP sites
			Generic Query	We understand that CPE router shall be provided and managed by DIRECTORATE OF INFORMATION TECHNOLOGY, GOVERNMENT OF TRIPURA					Yes
			Generic Query	We understand that UPS, 24*7 Power supply, Earthing, Rack and Rack Space shall be provided and managed by DIRECTORATE OF INFORMATION TECHNOLOGY, GOVERNMENT OF TRIPURA					Yes
Table 1: Important dates and information:		2 3	Last Date And Time For Receipt Of eBids : <a href="#">14 Dec 2020</a> at 15:00 Hrs	Request you to kindly provide minimum 30 days for doing needful study and feasibility after publishing of the corrigendum along with detailed address (containing PIN Code, LAT & LONG). Suggested Clause is: " Last Date And Time For Receipt Of eBids : <a href="#">20 Jan 2020</a> at 15:00 Hrs					Last Date And Time For Receipt Of eBids: 05 Jan 2021 at 15:00 Hrs
Financial Bid Requirement		7	Annual Rate for (n) Mbps LL BW of left column in INR including taxes	Need Clarity whether including taxes includes GST also?					Yes
Scope of work	20	10	DIT deliverables includes supply of electricity power (in A.C.) and providing space for keeping the network equipments/racks	1. Need Clarity whether UPS Power and Network Rack Space for installation of bidder network equipments will be in Customer scope? 2. Bidder will terminate the links into L2 Demarc Switch and provide ethernet Handoff on RJ 45 port. Is the understanding correct?					Yes Yes
			Additional Queries	Bidder may deliver the links on fiber/ RF Wireless (UBR) last mile media as per feasibility. Kindly Confirm					Selected agency(s) shall provide point to point Optical Fiber Cable (OFC) leased line (end to end) over Ethernet interface (RJ45) with 2/4/10 Mbps bandwidth to the site(s) as per WO given to them.
			Additional Queries	for links installation on Rf Wireless (UBR) media, customer will provide roof top access permission for installation of pole/mast. Pls revert whether our understanding is correct.					Not acceptable
Scope of work	20	10	Latency: "Latency" refers to the average time required for round trip packet transfers between two end-points of the selected portions of the Backbone. Selected agency(s) shall ensure the Point to Point latency less than 60 millisecond	Provided in the RFP all are Tier2,3&4 cities as per industry SLA -POP to POP for top Tier 1 cities->60 milliseconds & other cities - >80 milliseconds					Deleted
LL BW link	23	11	Service availability >=99.5%	Service availability of fiber will be >=99.5% also Pls include for wireless last mile availability will be >=98.5%					98.5% for each site from 10 AM to 6 PM on all working days of Tripura Govt. during

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y requirem				All the locations connecting through fiber will be major challenge Pls include wireless last mile also				No change
Scope of work	20	10	Latency: "Latency" refers to the average time required for round trip packet transfers between two end-points of the selected portions of the Backbone. Selected agency(s) shall ensure the Point to Point latency less than 60 millisecond.	Clarification required whether it PE to PE or CE to PE or any other combinations.				Deleted
Scope of work	20	10	Selected agency(s) shall provide point to point leased line over Ethernet interface (RJ45) with 2/4/10 Mbps bandwidth to the site(s) as per WO given to them.	There is no mention of type of / preferred type of Last mile to connect the locations, Hope UBR can be option to connect the locations.				Selected agency(s) shall provide point to point Optical Fiber Cable (OFC) leased line (end to end) over Ethernet interface (RJ45) with 2/4/10 Mbps bandwidth to the site(s) as per WO given to them.
Termination	13	6	d. Termination for Convenience: DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 30 day notice. The notice of termination will specify that termination is for DIT's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.	Need to have a Clarity in terms of applicability of exit charges in case of termination for convenience.				No change
Scope of work	20	10	LL BW service availability should be monitored by selected agency(s) using Network Management System (NMS) software. NMS generated service availability report should be shared with DIT on monthly basis. In case, any problem is reported, the same should be rectified within minimum time. If it is major break down, incident report should be submitted by mentioning root cause, remedy steps taken, problem's solution, committed resolution date and time etc. to DIT.	NMS -Tripura SWAN insists for NMS whereas we do not have readiness on the same. Need to check with concerned before complying to the same.				No change
Price and Payment term	24	11	Quarterly on submission of separate bill for each site(s) after completion of each quarterly period. Penalty if applicable (based on site(s) down time report calculated quarterly) would be deducted from the quarterly bill payment. All calculations would be done separately for each site.	1) Need to know payment terms i.e. no of days by which Bidder can expect payment from date of invoice.				No change
				2) In absence of payment as per agreed timelines Bidder shall have right to suspend the services along with levy of penal charges.				No change
				3) Need to notify the client that penalty will be settled by way of CN.				No change
Force Majeure	12	4	If a Force Majeure situation arises, the selected agency is required to promptly notify DIT in writing of such condition and the cause thereof within a period of five (5) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by DIT in writing, the selected agency will continue to perform its obligations as far as is reasonably practical and shall seek all reasonable alternative means for delivery of performances.	A force majeure situation beyond bidder's reasonable control, hence Bidder will not be able to continue performance. Neither party shall be held liable for any breach/ failure/ delays etc arising due to Force Majeure.				No change
Termination	13	5	Termination for Default: If the selected agency fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DIT, without any valid reasons acceptable to DIT, DIT may terminate the contract after giving 30 days' notice, and the decision of DIT on the matter shall be final and binding on the selected agency. Upon termination of the contract, DIT shall be at liberty to get the work done at the risk and expense of the selected agency through any other agency, and to recover from the selected agency compensation or damages.	in the event of any default by Bidder, request Customer to provide a cure period of 90 days to the Bidder to rectify such default. In the event the Bidder fails to rectify the same within the cure period the contract can be terminated. For risk purchase request customer to clarify if tending process will be followed.				No change
Termination	13	5	Force Majeure Termination: In case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party.	Force Majeure event should not be a ground for termination. Parties shall meet and mutually decide the future course of action if services are effected due to Force Majeure for more than 3 months				No change

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Termination	13	6	Termination for Convenience: DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 30 day notice. The notice of termination will specify that termination is for DIT's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.	Request deletion. Given that the Bidder has to undertake investment for the provision of the services, termination for convenience cannot be agreed. If the customer terminates for convenience, "Exit Charges" as agreed in the Commercial Form shall be applicable.				No change
Termination	13	6	Termination for unacceptable poor performance: DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time for unacceptable poor performance by giving 30 day notice. The notice of termination will specify that termination is for unacceptable poor performance of selected bidder, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.	in the event of any default by Bidder, request Customer to provide a cure period of 90 days to the Bidder to rectify such default. In the event the Bidder fails to rectify the same within the cure period the contract can be terminated.				No change
Confidentiality	15	7	15. Confidentiality	Confidentiality obligation should be mutual and applicable to both the parties				No change
Penalty Exclusions	25	11	Penalty Exclusions	Following to be added in the exclusion: Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder; ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder; iii. The failure of Customer's applications, equipment, or facilities including any third party equipment; 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 Bidder personnel; vi. Events or occurrences that result in "No problem Found" Trouble Tickets; vii. Trouble Tickets associated with new installations or upgrades; viii. Customer initiated change request in the service while the change request is under progress; ix. Planned repairs, modifications or maintenance notified to Customer in advance; x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Bidder; xi. Suspension of Service by the Bidder;xiii. Customer scheduled maintenance,				Added, f. Event or occurrences that result in "No Problem Found" Trouble Tickets.