

Annexure-A Pre Bid Query Responses (Tender No. : - CGM/IT/SCADA-Links/21-22 v.2) dtd. 02.09.2021					
Sr.	Page No.	RFP Clause reference	RFP Clause	QueryDescription	MSEDCL Response
1	13	MANDATORY TECHNICAL REQUIREMENTS	6. It will be bidder's responsibility to integrate the link provided by bidder irrespective of media and protocol, with the existing network (i.e. router) of MSEDCL. Cost of any additional hardware and software required for the same is to be borne by the bidder.	Request customer to please amend the clause as bidder will be held responsible for the configuration of devices being supplied by bidder only. Integration and configuration of customer devices shall be under customer SOW	As per RFP. MSEDCL will provide necessary support during integration for exsiting MSEDCL devices (which are not provided by bidder)
2	15	1.1. BRIEF SCOPE:	Supply, Installation, Integration, Testing and Commissioning of wired MPLS Leased Lines for SCADA project in 7 towns"	Request customer to please elaborate the requirement. Does customer is looking for Managed MPLS connectivity solution	Bidder has to provide links as per RFP. Bidder shall manage links upto the bidder's device.
3	16	1.3. SPECIFICATIONS FOR GENERAL SCOPE	In case of office shifting the Network Bandwidth Service Provider should shift the links within 1 month from the date of written request from MSEDCL.	Request customer to please consider the cost incurred in shifting process and should be borne by customer	As per RFP. OTC will be paid a) during new link commissioning as well as b) during link commissioning after shifting.
4	16	1.3. SPECIFICATIONS FOR GENERAL SCOPE	• ACCEPTANCE OF LINK: Link will be treated as successfully commissioned or Upgraded at the site after successful configuration of the router/link and pinging to/fro control centre endpoint.	Request customer to please release acceptance site-wise and within 24 to 48 hours of delivery	Refer Revised RFP & Corrigendum
5	25	20. Liquidated Damages for delay in Completion and Penalty	If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such Deliverables and services. Further Liquidity Damages for works not executed due to the reasons attributed to the contractor, maximum 10% on value of unexecuted work shall be levied in addition to Risk and cost.	Request customer to please remove the extra 10% penalty as bidder is already imposed with the LD penalty	Refer Revised RFP & Corrigendum
6	35	II. Service Level Agreements & Targets	Network Availability -- Minimum of 99.5% uptime measured on a monthly basis •2% of monthly Bandwidth charges for 99.5% -98.0% uptime. •3% of monthly Bandwidth charges for 98.0%-97% uptime. •5 % of monthly Bandwidth charges for 97%-95% uptime	Request customer to please calculate the uptime on quarterly basis and revise the SLA penalty as below: •1% of monthly Bandwidth charges for 99.5%-98.0% uptime. •2% of monthly Bandwidth charges for 98.0%-97% uptime. •3% of monthly Bandwidth charges for 97%-95% uptime	As per RFP
7		General	SLA Exemption	Request Customer not to impose SLA penalty 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 avaiable 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.	As per RFP
8		General	Network equipment safety	Request customer to keep all the network equipments/devices delivered by bidder for the services under safe custody. 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.	As per RFP
9		General	Site readiness	Request customer 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.	As per RFP
10		General	SLA calculation	SLA/downtime calcaultion will be done basis the trouble ticket rasied 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.	As per RFP. Bidder shall provide along with invoices, quarterly uptime report of all links commissioned by him, from its portal/interface at the time of submission of invoices quarterly.
11		General	Site access and permission	Request customer to arrange all kind of permission/access at site from feasibility check to link delivery. Inbuilding internal cable routing in false ceiling and under POP wall will be in customer scope of work	As per RFP. Access at site will provided by MSEDCL
12		General	Power and earthing	Request customer to provide proper RACK Space, UPS power supply and earthing arrangement for the bidder network devices	As per RFP
13	4	1.The bidder should be a single company registered / incorporated in India under companies act 1956 and 2013 or LLP with registered office in India and should have been in operation in India. The Bidder should have been in operation for a period of at least 3 years in Telecom industry.	Qualification Requirements (1)	Note - Since this is a big project & equally important from MSEDCL point of view, we recommend that the contractor should be established & should be in operations for at least 10 years. Query / Request - Request MSEDCL to look into this clause & take appropriate call on minimum 10 years operations to get service from experienced Telecom Operators	No Change. As per RFP

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14	5	4.The average annual financial turnover during the last three audited financial years of the bidder should be at least 2.35 Crore.	Qualification Requirements (4)	<p>Note - Since this is a big project & equally important from MSEDCL point of view, we recommend that the contractor should be established & should have minimum annual turnover of 1000 Crores</p> <p>Query / Request - Request MSEDCL to look into this clause & take appropriate call on minimum annual turnover of 1000 Cr to get service from established Telecom Operators</p> <p>Also as per regulatory guidelines, Public Limited organisations needs to publish the Annual Reports on their respective websites. Hence Request MSEDCL to consider the Annual reports published on the company website</p>	No Change. As per RFP
15	5	5.Bidder (except in case of Govt. Organizations/PSUs) should have a positive net worth & should be profitable at least once in any of the last three audited financial years.	Qualification Requirements (5)	<p>Note - Telecom industry is a very capital intensive one and recovery of investment made takes time.</p> <p>Query / Request - Request removal of Net Worth & Profitability clause</p>	Refer Revised RFP & Corrigendum
16	14	The Internet Service Provider shall provide Last Mile connectivity of wired MPLS Leased Line on Copper/Fiber up to MSEDCL's premises for the locations under the scope of the tender	D. Mandatory technical Requirement (1)	<p>Request MSEDCL to consider Wireless LM also as an option where the Wired locations is not feasible</p> <p>Note - 97% i.e. 194 locations are on 2 mbps. Looking at certain remote locations, connectivity on Copper/Fiber would not be available at all locations.</p> <p>Query / Request - Request MSEDCL to consider Wireless Last Mile, wherever Copper/Fiber connectivity is not available</p>	As per RFP
17	14	It will be bidder's responsibility to integrate the link provided by bidder irrespective of media and protocol, with the existing network (i.e. router) of MSEDCL. Cost of any additional hardware and software required for the same is to be borne by the bidder.	D. Mandatory technical Requirement (6)	<p>Are the links Managed by MSEDCL or to be Managed by Successful Bidder?</p> <p>Request MSEDCL to share the Make & Model of MSEDCL Router so that Bidder can check the configuration / Compatibility</p> <p>What is the MPLS Topology expected & the Routing Protocol?</p>	<p>1) Refer Sr. No. 2 above</p> <p>2) Make and Models of Router are Make : HUAWEI Model: AR2200 (AROM0022BA00)</p> <p>3)Mesh Topology & OSPF/BGP Protocol</p>
18	15	<ul style="list-style-type: none"> The tentative addresses of the locations are enclosed in Annexure-III. These addresses are only indicative and subject to change based upon priority. Finalization of the addresses and design of solution accordingly shall be responsibility of the bidder. 	1.3. SPECIFICATIONS FOR GENERAL SCOPE	<p>Note - As per this clause, the addresses are indicative and subject to change based upon priority</p> <p>Query / Request - In such scenario, the link shall be delivered subject to feasibility and available media. Request MSEDCL to consider the same</p>	As per RFP
19	15	Bidder should successfully commission all the links under the scope of LOA within 6 months timeline from the date of LOA. The responsibility of ensuring the feasibility of each and every link lies upon the bidder. This 6 months' link commissioning timeline is inclusive of the period required for provisioning of Infra required for making any link feasible. If link(s) under the scope of the contract are not commissioned within 6 months, then penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. General Conditions of Contract.	1.3. SPECIFICATIONS FOR GENERAL SCOPE	<p>Note - As per the RFP clause, the addresses are indicative and subject to change based upon priority</p> <p>Query / Request - In such scenario, the link shall be delivered subject to feasibility and available media. Request MSEDCL to consider the additional time required in such case.</p>	As per RFP
20	16	The Service Provider shall upgrade the entire network to IPv6. The bidder shall ensure that there is interoperability between IPv4 and IPv6	1.4 IPV4 to IPV6 Migration	Need clarification for MPLS /ILL or both	For the Links under scope of RFP.
21	16	Bidder shall provide Managed Services for Management of the link up to MSEDCL SCADA Premises.	1.3. SPECIFICATIONS FOR GENERAL SCOPE	Are the links Managed by MSEDCL or to be Managed by Successful Bidder?	Refer Sr. No.2
22	16	<ul style="list-style-type: none"> Bidder should commission each new leased line (as per Quantity Variation Clause) within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line within stipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract. 	1.3. SPECIFICATIONS FOR GENERAL SCOPE	Query / Request - As per the RFP clause, contractor shall try n install the link within 1 month from written request from MSEDCL subject to feasibility and available media. Request MSEDCL to consider the additional time required in such case.	As per RFP

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23	16	<ul style="list-style-type: none"> In case of office shifting the Network Bandwidth Service Provider should shift the links within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line within stipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract. 	1.3. SPECIFICATIONS FOR GENERAL SCOPE	Query / Request - As per the RFP clause, contractor shall try n shift the link within 1 month from written request from MSEDCL subject to feasibility and available media. Request MSEDCL to consider the additional time required in such case.	As per revised RFP & corrigendum
24	19	ii. Dispute Settlement The matters to be determined by the Chief General Manager (IT)	Settlement of Disputes/Arbitration Clause	The matters to be determined through the Arbitrator appointed through Mutual Consensus of MSEDCL & the Successful Bidder	Refer Corrigendum.
25	22	ii. Introduction/upward variation in Tax/taxes if any applicable after opening of price bid/revised price/revision in price as the case may be (based on which the order on contract shall be placed) shall be reimbursed by the EMPLOYER subject to production of necessary documents by the Bidder. Similarly, withdrawal/downward revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the EMPLOYER. Variation of taxes shall be reimbursed and no other variation shall be considered. Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Bidder. The bidder has to consider all taxes & duties applicable on this contract. Any omission, or noninclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid/revised price bid /revision in prices shall not be considered as a reason for reimbursement of such taxes and duties at a later date.	14. Taxes and duties (ii)	Note - As per the clause, MSEDCL is insisting on the prices which are inclusive of taxes. Query / Request - Since Taxes and levies are not in control of the contractor, request MSEDCL to consider prices without taxes. Taxes and levies shall be billed by the contractor as per the prevailing rates as decided by GoI & MSEDCL to pay the same to Contractor	Variation in taxes has been considered in the mentioned RFP Clause
26	22	iv. Variation in Tax/Taxes after opening the Price Schedule and/or revised Price Schedule as the case may be (based on which the order on Contract shall be placed) shall be reimbursed by the Employer subject to production of necessary documentary evidence by the Contractor at the time of submission of bill. Similarly withdrawal/ downward revision in tax/Taxes shall be adjusted in the price quoted and benefit shall be passed to Employer. However if the Work is delayed for the reasons attributable to the Employer and extension of the Time for Completion is granted, variation in Taxes and Duties enacted during Contractual completion/execution period, the adjustment in contract price shall be allowed within the extended period of the Contract. Similarly, if the Work is delayed for the reasons attributable to the Contractor, variations in Taxes and Duties will not be paid.	14. Taxes and duties (iv)	Note - As per the clause, in case of any work delayed for the reasons attributable to the Contractor, variation in taxes shall not be reimbursed by MSEDCL to the Contractor Query / Request - Since Taxes and levies are not in control of the Contractor, and is not forming a part of the contractor's income, request MSEDCL to consider prices without taxes & pay the taxes as per actuals.	As per RFP
27	23	v. The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.	14. Taxes and duties (v)	Query / Request - Need Clarity	Bidder is responsible for all statutory compliances

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28	23	vi. The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual delivery / execution period, adjustment in the Contract Price shall not apply.	14. Taxes and duties (vi)	<p>Note - As per the clause, MSEDCL is insisting on the prices which are inclusive of taxes.</p> <p>Query / Request - Since Taxes and levies are not in control of the contractor, request MSEDCL to consider prices without taxes. Taxes and levies shall be billed by the contractor as per the prevailing rates as decided by GoI & MSEDCL to pay the same to Contractor</p>	As per RFP
29	23	viii. Structural changes due to implementation of GST.	14. Taxes and duties (viii)	<p>Note - As per the clause, MSEDCL is insisting on the prices which are inclusive of taxes.</p> <p>Query / Request - Since Taxes and levies are not in control of the contractor, request MSEDCL to consider prices without taxes. Taxes and levies shall be billed by the contractor as per the prevailing rates as decided by GoI & MSEDCL to pay the same to Contractor</p>	As per RFP
30	23	ix. Stamp duty is applicable as per rule.	14. Taxes and duties (ix)	Query / Request - Need Clarity on Stamp Duty	Corrigendum
31	23	a. The Bidder shall provide to the MSEDCL within ten (10) days of issue of Letter of Award, the contract performance guarantee, the sum of 10% (ten percent) of total contract price for the due performance of the contract. This guarantee shall be valid till the expiry of 90 days after completion of Contract period. Contract Performance Security / Bank Guarantee shall be valid for the period of 3 years with claim period (from the end of validity period of Bank Guarantee) of 90 days.	15.Contract Performance Security / Security Deposit	<p>Note - As per the RFP part - Award of Contract, it is mentioned that the MSEDCL reserves the undisputed right to split the scope in any number of contracts or may award contract for partial scope of work.</p> <p>Query / Request - In such scenario 10% of the contract value shall be on the splitted value of contract. Request MSEDCL to consider the same</p>	Bidder will have to submit Security Deposit for the contract value of LoA awarded.
32	23	b. The proceeds of the performance guarantee/security shall be payable to the MSEDCL as compensation for any loss resulting from the Bidder's failure to complete his obligations under the contract.	15.Contract Performance Security / Security Deposit	Query / Request - Need Clarity on the consequences	For recovery Liquidity Damages / Risk and Cost as per RFP T & C.
33	23	c. The contract performance security is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the contract.	15.Contract Performance Security / Security Deposit	Query / Request - The Contract performance security is intended to secure the entire scope of the contract as a whole. Request MSEDCL to consider the same for the entire scope of work & shall not put any other damages out of performance security amount	Will be applicable as per RFP T&C
34	25	If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services , supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such Deliverables and services.	20. Liquidated Damagesfor delay in Completion and Penalty	<p>Query / Request - The contractor shall take appropriate steps to ensure that the installation & commissioning is completed within the stipulated time to avoid imposition of liquidated damages.</p> <p>MSEDCL's support is requested for the ROW / PRoW permission. No penalty/LD will be applicable in case there is any delay in getting ROW approval from the concerned authority.</p> <p>Any delay due to circumstances not in control of contractor or Natural Disasters shall not be considered for penalty.</p> <p>In Case any additional time required, contractor shall request MSEDCL in writing. Penalty shall not be applicable in such circumstances</p> <p>Request MSEDCL to consider the above</p>	Refer Section 25. Force Majeure in Clause F. general Conditions of Contract.
35	25	Further Liquidity Damages for works not executed due to the reasons attributed to the contractor, maximum 10% on value of unexecuted work shall be levied in addition to Risk and cost.	20. Liquidated Damages for delay in Completion and Penalty	<p>Query / Request - Request MSEDCL to exclude the LD Penalty on below scenario.</p> <ol style="list-style-type: none"> 1. Delay in Sharing the complete site address & site contact details for all sites. 2. Delay in getting the Permission for installing the Fiber & Ethernet device inside server room, Delay in getting the In building permission 3. Site is not ready (i.e. Site readiness is not available as per checklist shared). 4. Permission not available. 5. Force Majeure Situation like (Flood, Riots, Political Instability, Bandh, Terrorist attack, Pandemic, Epidemic situation etc) 	As per RFP
36	25	i. In addition, the Bidder is liable to the Purchaser for payment penalty as specified in the Tender.	20. Liquidated Damagesfor delay in Completion and Penalty	same as above	As per RFP

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37	25	ii. If the Deliverables and Related Services provided do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Bidder to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any penalty as deemed fit. In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.	20. Liquidated Damagesfor delay in Completion and Penalty	same as above	As per RFP
38	28	ii. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Related Services similar to those undelivered or not performed, and the Bidder shall be liable to the purchaser for any additional costs for such similar Deliverables or Related Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.	28. Termination (ii)	Any right to termination shall only be post Lock-In period as agreed between the parties and; It is suggested that post issuance of notice of dissatisfaction during the minimum lock in period, the Supplier shall also be allowed to remedy the defect within a reasonable time to end such dissatisfaction. Any further amends can be made after resume of service levels with service credits as per TTL STC & SLA terms to the MSEDCL	As per RFP
39	30	Upon receipt of such Notice, the Bidder shall, within the 24 hours, expeditiously repair or replace the defective Deliverables or parts thereof, at no cost to the MSEDCL	35. Support/Warranty/Guarantee/Technical Support Period (v)	Service provider will take care of the link & the terminating device at the customer premises, however the link restoration shall be done as per TTML Standard process	As per RFP
40	33	3. If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Bidder's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such excess payment from any payment subsequently falling due to the Bidder.	I. PAYMENT TERMS	noted. However any changes due to change of statutory taxes shall be payable by MSEDCL in actuals to Contractor by MSEDCL	As per RFP
41	33	If for particular location the link is down & current service provider (successful bidder) is unable to restore the link within 30 days, then MSEDCL reserves right to allot the link to other service provider who is feasible at the locations at the risk and cost of the current service provider (successful bidder). The risk and cost may be recovered from the successful bidder's pending payments & Performance Security Deposit.	G. SPECIAL CONDITIONS OF CONTRACT (xviii)	Query / Request - Request MSEDCL to refer the provisions mentioned against the clause above "Liquidated Damages for delay in Completion and Penalty"	1) Penalty will be applicable for, if the work is not done within timeframe. 2) It will be MSEDCL's discretion to remove the links from scope of bidder, if not provided within stipulated timeframe.
42	33	The link shall be treated as non-feasible if it is not commissioned within stipulated timeframe mentioned in the tender or if it was commissioned and is down for more than 30 days. MSEDCL may issue link termination letter to non-feasible service provider.	G. SPECIAL CONDITIONS OF CONTRACT (xviii)	Query / Request - Request MSEDCL to consider scenario as mentioned below but not limited to attributes such as - 1. Delay in Sharing the complete site address & site contact details for all sites. 2. Delay in getting the Permission for installing the Fiber & Ethernet device inside server room, Delay in getting the In building permission 3. Site is not ready (i.e. Site readiness is not available as per checklist shared). 4. Permission not available. 5. Force Majeure Situation like (Flood, Riots, Political Instability, Bandh, Terrorist attack, Pandemic, Epidemic situation etc)	As per RFP. Also Refer Section 25. Force Majeure in Clause F. general Conditions of Contract.
43	33	MSEDCL reserves the right to increase or decrease the existing quantities of links mentioned in this document by +/-20%.	H. QUANTITY VARIATION	noted. However this shall be subject to feasibility and applicable charges. Request MSEDCL to consider the same	Applicable charges shall be quoted in price bid.
44	36	•2% of monthly Bandwidth charges for 99.5%-98.0% uptime. •3% of monthly Bandwidth charges for 98.0%-97% uptime. •5 % of monthly Bandwidth charges for 97%-95% uptime • PRO-RATA basis payment for links with less than 95% uptime subject to clause III (Downtime Calculation) below.	II. Service Level Agreements & Targets	Request to consider below SLA credits which is as per telecom standards - Network Service Availability (%) SLA Credit Less than 0.5% of commitment - 1 day Service Credit Less than 1% of commitment - 2 day Service Credit Less than 2% of commitment - 3 day Service Credit Less than 3% of commitment - 4 day Service Credit	Refer Sr. No.6

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45	36	If link is down for more than 6 hours then that particular link shall be considered down for the whole Day.	III. Downtime Calculation:	Request MSEDCL to consider the TTL STC & SLA which is per telecom standards & are attached alongwith the queries Please refer the same for Packet Loss, Latency, Network Uptime, reports, MTTR, Downtime penalty	As per RFP
46	56	U. CERTIFICATE FOR NO DEVIATION	U. CERTIFICATE FOR NO DEVIATION	There are certain deviations to the clauses of RFP vis a vis Bidder's standard offering. The same are attached alongwith the Bid Proposal. Request MSEDCL to consider the same while evaluating our offer	Certificate for No Deviation is mandatory as per RFP.
47		Router Make of MSEDCL		Request MSEDCL to share the Make & Model of MSEDCL Router so that Bidder can check the configuration / Compatibility	Refer Sr. No.17
48		Contact details of MSEDCL Contact person		Request MSEDCL to share the Contact Details of Contact Person required for Physical Survey / Feasibility by the Bidder	Contact Details mentioned in Annexure 3
49	Page no. 14	Point no D 1 (Mandatory Technical Requirements)	The Internet Service Provider shall provide Last Mile connectivity of wired MPLS Leased Line on Copper/Fiber up to MSEDCL's premises for the locations under the scope of the tender.	Request kindly include wireless last mile as well	Links shall be provided as per RFP
50	Page no. 13	Point no C 3 (Qualification Criteria)	Bidder should have Supplied, Installed, Integrated, Tested and Commissioned wired MPLS Leased Lines during preceding seven years (till the date of bid submission) fulfilling either any one of the following criteria: ➤ One similar completed work costing not less than the amount equal to ₹ 6.2 Crore. ➤ Two similar completed works each costing not less than the amount equal to ₹ 3.9 Crore. ➤ Three similar completed works each costing not less than the amount equal to ₹ 3.1 Crore in any sector in India.	Kindly consider that bidder should have Supplied, Installed, Integrated, Tested and Commissioned wired/wireless MPLS Leased Lines during preceding seven years	Corrigendum
51	Page no. 14	Point no D 4 (Mandatory Technical Requirements)	The leased lines provided by Service Provider must be 100% scalable. The Network Bandwidth Service Provider at the request of MSEDCL should be able to do so, as and when required.	SP network is although scalable, but depends on the scalability of hardware, port and bandwidth. Request need some benchmarking in scalability.	100% Scalability requirement is mentioned in RFP
52	Page no 16	Point no 1.3 (SPECIFICATIONS FOR GENERAL SCOPE)	Bidder should commission each new leased line (as per Quantity Variation Clause) within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line within stipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract.	Need to do a feasibility for any new or upgradation. Kindly consider feasibility at that time.	As per revised RFP & corrigendum
53	Page no 16	Point no 1.3 (SPECIFICATIONS FOR GENERAL SCOPE)	In case of office shifting the Network Bandwidth Service Provider should shift the links within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line within stipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract.	Shifting of link to new location depends on feasibility of new location, Pls consider feasibility of new location at that time and One Time shifting charges (other than OTC charged at the time of installation) to be borne by MSEDCL	As per RFP. OTC will be paid a) during new link commissioning as well as b) during link commissioning after shifting.
54	Page no 15	Point 1.3 (SPECIFICATIONS FOR GENERAL SCOPE)	The tentative addresses of the locations are enclosed in Annexure-III. These addresses are only indicative and subject to change based upon priority. Finalization of the addresses and design of solution accordingly shall be responsibility of the bidder. Bidder should successfully commission all the links under the scope of LOA within 6 months timeline from the date of LOA. The responsibility of ensuring the feasibility of each and every link lies upon the bidder. This 6 months' link commissioning timeline is inclusive of the period required for provisioning of Infra required for making any link feasible. If link(s) under the scope of the contract are not commissioned within 6 months, then penalty may be levied as per Subclause 21. Liquidated Damages for delay in	Need clarity what if Bidder is not able to have feasibility of each 201 location. Request to kindly allow bidder to bid only for locations which are feasible. .	As per RFP the bidder has to arrange for feasibility at the all the locations within stipulated time frame.
55	Page no 16	Point 1.3 (SPECIFICATIONS FOR GENERAL SCOPE)	Bidder shall provide Managed Services for Management of the link up to MSEDCL SCADA Premises.	Need clarity on Managed services, do SP need to provide managed router at every location, if no then pls share end location L3 device or router details as well as SNMP version supported by router for link monitoring.	Refer Sr. No.2 & Sr. No.17

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Sr.	Page No.	RFP Clause reference	RFP Clause	QueryDescription	MSEDCL Response
56	Page no 16	Point 1.3 (SPECIFICATIONS FOR GENERAL SCOPE)	Bidder shall provide Services (Data, Voice & Video) on MPLS Links under the scope of tender & as per MSEDCL requirements.	Please share Class of service % required for Data, Voice & Video.	As per RFP
57	Page no 14	Point No 6. (Mandatory Technical Requirements)	It will be bidder's responsibility to integrate the link provided by bidder irrespective of media and protocol, with the existing network (i.e. router) of MSEDCL. Cost of any additional hardware and software required for the same is to be borne by the bidder.	As per RFP need to provide MPLS connectivity for 201 location under 7 new town. Please clarify if department will award bid to L1 bidder town wise. How integration will happen between bidders. As every SP will provide his own MPLS cloud for connectivity.	As per RFP
58	Page No. 23	Point No. 15 (Contract Performance Security / Security Deposit)	The Bidder shall provide to the MSEDCL within ten (10) days of issue of Letter of Award, the contract performance guarantee, the sum of 10% (ten percent) of total contract price for the due performance of the contract. This guarantee shall be valid till the expiry of 90 days after completion of Contract period. Contract Performance Security / Bank Guarantee shall be valid for the period of 3 years with claim period (from the end of validity period of Bank Guarantee) of 90 days.	Kindly change it to 3% of annual contact value instead of 10% of total contract value and we will provide the bank guarantee with the validity of one year which will be renewed every year till the end of contract period.	As per RFP
59	Page No.50	Point No.02 (Price Bid (Note))	Town wise lowest bidder fulfilling the requirement of the tender will be selected as Bid winner, every bidder will have to provide the DR Link as per lowest cost received for the DR link.	Is MSEDCL looking for Townwise L1 bidder or L1 will be decided for total 201 links	As per RFP. Townwise L1 (along with DR Link) may be decided. However Bidder has to quote for all the 201 Links.
60	Page No.50	Point No.01 (Price Bid (Note))	It is mandatory for the bidder to submit rates for all the links in all the towns including DR link.	Out of 201 locations, there is a possibility that at few locations it will not be feasible to provide link through Fiber or Wireless last mile, we would request you to allow the bidder to submit the rates only for locations which are feasible.	As per RFP
61	Page No.33	Point No.XVIII (SPECIAL CONDITIONS OF CONTRACT)	If for particular location the link is down & current service provider (successful bidder) is unable to restore the link within 30 days, then MSEDCL reserves right to allot the link to other service provider who is feasible at the locations at the risk and cost of the current service provider (successful bidder). The risk and cost may be recovered from the successful bidder's pending payments & Performance Security Deposit.	Kindly remove this clause	As per RFP
62	Page No. 1	Point No. 05 (Qualification Criteria)	Bidder (except in case of Govt. Organizations/PSUs) should have a positive net worth & should be profitable at least once in any of the last three audited financial years	Kindly consider the positive network for last 3 financial years and not the profitability of the bidder.	Refer Sr. No.15
63	14	D. Mandatory Technical Requirements - Point 1	The Internet Service Provider shall provide Last Mile connectivity of wired MPLS Leased Line on Copper/Fiber up to MSEDCL's premises for the locations under the scope of the tender.t 1	For the spoke sites where fibre feasibility is difficult due to terrain / Location / RoW, please confirm if connectivity on wireless local access can be provided or wireline is mandatory.	As per RFP
64	15	1.3 Specifiactions for General Scope	idder should commission each new leased line (as per Quantity Variation Clause) within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line withinstipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract.	For sites with wireline last mile, RoW permission and digging may be required for Fibre laying which may get delayed because of approval from authorities. Hence request MSEDCL to modify this clause to within 2 months" from date of written request for individual sites.	As per revised RFP & corrigendum
65	16	1.3 Specifiactions for General Scope	Bidder shall provide Managed Services for Management of the link up to MSEDCL SCADA Premises.	Please confirm if CPE router is required to be provided by bidder ISP or will be provided, configured and managed by MSEDCL ?	As per RFP Router will be provided, configured and managed by MSEDCL
66	---	---	---	Please confirm on the topology expected for the L3 MPLS connectivity. Is it Full Mesh or Hub and Spoke ? For Hub and spoke please confirm DC/DR locations since there are multiple Control Centre locations as per loaction list in tender however DC location not mentioned.	MSEDCL requirement is Full Mesh Topology
67	37	III - Downtime Calculation	Support Category Office Locations Resolution Maximum Response Time Critical Control Centre, Sub-Station, Data Centre 90 Minutes 15 Minutes	Request MSEDCL to modify Resolution time to 4 hours since downtime can also be due to hardware/ physical link failure for which on-site rectification might be required.	As per RFP
68	14	Mandatory Technical Requirements D(6)	It will be bidder's responsibility to integrate the link provided by bidder irrespective of media and protocol, with the existing network (i.e. router) of MSEDCL. Cost of any additional hardware and software required for the same is to be borne by the bidder.	If CPE services are within our scope, we request MSEDCL to allow RJIL for charging CPE rental from an Entity other than RJIL. Hence MSEDCL will relieve separate invoices	Router is in MSEDCL Scope

Annexure-A Pre Bid Query Responses (Tender No. : - CGM/IT/SCADA-Links/21-22 v.2) dtd. 02.09.2021

Sr.	Page No.	RFP Clause reference	RFP Clause	QueryDescription	MSEDCL Response
69	25	Liquidated Damages for delay in Completion and Penalty E(20)	<p>If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such Deliverables and services.</p> <p>Further Liquidity Damages for works not executed due to the reasons attributed to the contractor, maximum 10% on value of unexecuted work shall be levied in addition to Risk and cost.</p> <p>i. In addition, the Bidder is liable to the Purchaser for payment penalty as specified in the Tender.</p> <p>ii. If the Deliverables and Related Services provided do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Bidder to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any penalty as deemed fit. In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.</p>	Request MSEDCL to provide a cure period to rectify the breach before levying liquidated damages. Also request MSEDCL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	As per RFP
70	28	Termination 28(iv)	<p>a. The Purchaser, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>b. The Deliverables that are complete and ready for shipment within twenty-eight (28) days after the Bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Deliverables, the Purchaser may elect:</p> <p>(i) To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Bidder an agreed amount for partially completed Deliverables and Related Services and for materials and parts previously procured by the Bidder.</p>	<p>1. Incase of termination of contract by MSEDCL without cause or for convenience, MSEDCL shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider as mutually agreed between MSEDCL and Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request MSEDCL to revise the clause accordingly.</p> <p>2. Under what conditions will the Contractor be able to terminate the contract from their end?</p>	Please also Refer quantity Variation Clause () wherein variation of scope (addition as well as reduction of scope) is mentioned
71	32	Penalty XVI	<p>If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the MSEDCL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such deliverables and services.</p>	Request MSEDCL to provide a cure period to rectify the breach before levying penalty. The same shall be settled by way of Credit Note	As per RFP

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Sr.	Page No.	RFP Clause reference	RFP Clause	QueryDescription	MSEDCL Response
72			The terms of payment in consideration of the work to be performed by the Vendor shall be as follows: 1 One Time Cost (As per Price bid)- Once after successful commissioning of each New or Shifted Link at MSEDCL Premises and certification of same from MSEDCL thereof. 2 Recurring Cost for Service Provider- Payment is to be made Quarterly at the end of every quarter The payment will be generally made within 45 (forty five) days, only after submission of the of correct invoice and other necessary documents which are correct in all respects to MSEDCL. No interest or penalty will be payable by MSEDCL on account of non-payment of bills or delay in releasing the payment. The bills shall also be enclosed with the relevant documents of taxes paid.	In absence of payment as per agreed timelines by MSEDCL, JIO shall have right to suspend the services along with levy of penal charges.	Kindly Note the links in the scope of tender come under critical services and can not be suspended abruptly .For payment will have to take up with MSEDCL . Refer Corrigendum/Revised RFP
73			Additional	RJIL would like to know the number of days required by MSEDCL for inspection from date of job completion? RJILS allowable period for testing of equipments is 14 days from date of completion	Inspection will be done as per process mentioned in RFP
74			Additional	Request MSEDCL to note that in case of DDOS, MSEDCL may get 2 separate invoices for same period from two separate entities i.e JPL and RJIL. RJIL therefore seeks flexibility in RFP that associated entities of RJIL may bill DDOS	As per RFP
75	10	B. DEFINITIONS	1.6. 'License' or 'Software license' 1.7. 'Enterprise Licenses 1.8 'Enterprise License Agreement' (ELA)	Please clarify the purpose of this definition, since services provided as only MPLS , there is license or software involved. Let us know if our understanding is correct and if yes, please issue necessary clarification	As per RFP
76	20	ii. Dispute Settlement	Appointment of arbitrators	Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996 Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator.. In the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd ("Perkins") [1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 ("Act"), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.	Refer Corrigendum/Revised RFP
77	24	18. Confidential Information	VII. The provisions of GCC shall survive completion or termination, for whatever reason, of the Contract.	Survival period of confidentiality period is requested to be definitive. Can we agree for 3 years post termination or determination of the Agreement	Confidentiality to be maintained as per RFP
78	25	21. Liability/Indemnity	21. Liability/Indemnity	1. Indemnity to negligence or omission to be qualified and restricted as to when any personnel visit Purchaser premises in connection with this contract. 2. Use of services is not within control of Bidder and hence any IPR breach by use of services shall not form of indemnity. 3.Survail of indemnity shall last only until termination of contract. Claim period can as per Limitation Act	As per RFP
79	26	23. Limitation of Liability	the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement	1. Liability for either party for Indirect damages to excluded without any qualification for both parties. 2, There are no patent of the kind Services offered by Bidder hence this qualification needs to be removed	1) As per RFP 2) As per RFP
80	28	28. Termination	i. Termination for Default	1. Any termination on account of corrupt, fraudulent, collusive, or coercive practices, shall be ascertained by competent court having jurisdiction. 2. Any breach of the Contract as mentioned in clause 28(i)(a)(iv) shall be qualified as below: Customer can terminate the contract with one month notice in case the services are not found satisfactory and are below threshold levels for consecutive 3 SLA measurement period as agreed in SLA and for the reasons solely and directly attributable to Bidder. 3. Risk and cost of termination shall be capped also please let us know how would other services provider be selected to complete the terminated services on Bidder risk and cost?	1) As per RFP 2) As per RFP 3) As per RFP
81	28	28. Termination	iv. Termination for Convenience	Requesting customer to not terminate the contact for convenience owing to huge capex investment to be done by Bidder	As per RFP, As per Quantity Variation Clause "MSEDCL reserves the right to increase or decrease the existing quantities of links mentioned in this document by +/-20% "

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Sr.	Page No.	RFP Clause reference	RFP Clause	QueryDescription	MSEDCL Response
82	30	33. Non-Solicitation of Staff	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination	Since bidder is equal opportunity company , Can we qualify this further that such restrictions shall not apply if candidate apply to job opportunity which are posted in public domain or news paper.	As per RFP
83	30	34. Survival	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.	Survival for certain clauses such as confidentiality can be agreed to for an extended period of 3 years post termination of contract however of other clauses obligations ceases at the determination or termination of contract. Can we agree that claim period under the contract shall be per the Limitation Act of India which would satisfy customer requirement also ?>	As per RFP
84	32	G. SPECIAL CONDITIONS OF CONTRACT	Please note that MSEDCL shall retain the "Intellectual Property Right (IPR)" for all the deliverables under the scope of this project and You shall not retain any copy of these deliverables without prior permission from MSEDCL. You cannot make any further usage of these deliverables for any other commercial purpose without prior approval from MSEDCL	There is no derivation or creation of any IPR under scope of MPLS services. Bidder under this contract is only responsible for providing services as per agreed service levels. Hence this clause needs to be modified considering the scope of services. We can agree that each party shall own and continue to own their respective IPR	As per RFP
85	37	K. SERVICE LEVEL AGREEMENT	Exclusions	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. 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 Company personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE 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 Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,	As per RFP
86	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.	Noted