

Mobility tender Pre-Bid Queries (Tender No: EEC/BN/TECH/T-70/21-22)							
S.N.	Page No.	Clause No.	Queriy by	Clause Description	Suggestion / Change Request	MSEDCL ' response	Corrigendum (Y/N)
1	7	Clause No. 6, 2. PRE-QUALIFYING REQUIREMENTS (QR) Point No. 6	VICL	The bidders should have positive net worth. - ( Annual Audited Financial Statements/ CA certified certificate for FY-19-20/20-21, FY-18-19/19-20 &17-18/18-19. The certificate should provide the details of net worth, and turnover for last three years.)	In view of the current / past health of Industry, Requesting MSEDCL to modify this clause as Either any 2 years net worth positive for FY year 17-18 , 18 - 19, 19 - 20 Or To change this clause for operative profit.	NO Change, As per RFP.	
2	8	PRE-QUALIFYING REQUIREMENTS (QR) Point No. 8	VICL	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.- ( Power of Attorney on Rs 100/500 stamp paper. )	Vodafone Idea will provide :- 1) Letter of Authority on letter head, in the name of person who will sign the Documents specifically for this RFP/Tender. 2) As a suporting document we will provide the copy POA to whom Board of Directors have given the authority to delegate the same to others in the organization	No Change	
3	9	Scope of Services, Point No. 6	VICL	Any indoor network coverage problems should be resolved within 30 days from the receipt of complaints by providing indoor boosters in the office area. For outdoor network coverage problems same should be resolved within 45 days from the date of receipt of complaints. The network coverage issue will be decided on the basis of report received from officer not below the rank of Executive Engineer. The time limit of 30-45 days from the date of receipt of complaint to cellular operator.	We seek clarity on defining the network coverage as per TRAI guidelines, as we have experinced that network complaints are wrongly perceived as service provider issues while the issue may be due to handset issues like SIM card in secondary SIM slot, VOLTE not active and in many cases due to outdated operating system of the handsets.	Before reporting problem, employees will be asked to verify certain pre-checks. The perception of office in charge regarding network covergae shall prevail.  No Change. As per RFP.	

4	12	Instructions to the bidders Point No.22	VICL	Performance Bank guarantee: The successful tenderer shall pay 10% of contract value as Security Deposit (SD) by DD/BG. Denial and non -rolling out of services will forfeit the SD. The successful tenderer will have to pay Security Deposit in the form of Bank Guarantee of any Nationalized Bank in favour of "M.S.E.D.C.Ltd." valid for contract period. The Security Deposit shall be refunded after satisfactory completion of the contract period. BG format is given in Annexure section OR agency may submit the DD/FDR in favour of "M.S.E.D.C.Ltd."	Request MSEDCL to reduce the PBG from 10% to 3% as per MoF advisory attached, Also request to allow Vodafone Idea to issue the PBG Year on Year Renewal basis till the end of contract	No Change	
5	13	Instructions to the bidders Point No.3	VICL	EARNEST MONEY DEPOSIT: Rs 10, 00, 000/- (Rs. Ten lakh only) By DD/BG/E-payment	Request MSEDCL to waive off the EMD amount as per MoF advisory attached	No change. As per RFP.	
6	17	Point No 42 to 45	VICL	If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	1. The clause should mention that Supplier shall not be liable for any delay or default by Supplier due to force majeure events. 2. Force Majeure event shall not entitle MSEDCL to withhold payment of invoices raised by Supplier;	No Change . As per RFP	
7	18	Point No 54	VICL	Indemnification: The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.	A similar indemnity is being sought forth from MSEDCL for any claims that may come forth on Supplier due to their performance of their obligations as per terms of the Tender	No Change . As per RFP	

9	10	Point No 18	VICL	The tariff plan offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL by the bidder who wish to avail of it in their individual capacity. However, MSEDCL will not take any kind of responsibility for such connections and payments thereof. The MSEDCL tariff plan offered to family members of MSEDCL employee and approved vendors/agencies subject to confirmation of ECS payment facility from the person who is subscribing the connections.	The offer is against this RFP is given to only COCP connections for MSEDCL, any other entity or IOIP connection will be quoted separately	The scope of tender covers both company paid and individual paid cellular connections.	
10	13	Point No 31	VICL	The tariff plans offered in the Price Bid (Voice cum Data plan) shall be valid for entire contract period of three year. However, the effective tariff plan will be reviewed for downward trend, and the lowest postpaid plan (of any existing Cellular provider in Mumbai & Maharashtra Circles) at that time, will have to be effected & binding on the operator. The benefit of downward shall be passed to MSEDCL.	The prices are being worked out based on financial parameters for a contract period of 3 years and there should not be any downward revision.	No Change . As per RFP	
11	11	Point No 27	VICL	Data Per KB Data Charges (Pay you go) should never charge/billed as applicable. For eg. If anyone opted for 25 GB 4G data plan then after 25 GB is exhausted, the plan should be automatically converted to unlimited 3G/2G so that exorbitant bills due to over usage of data shall be avoided.	Rs 5 Bill cap will be charged to avoid any overusage and speed will be throttled to 64kbps	No Change As per RFP	
12	12	Point No 32	VICL	Empaneled Bidders should set up in Building Solution (IBS) to boost the network and coverage / to get high data speed at Prakashgad, HSBC corporate offices and shall also be setup at MSEDCL Region/Zone/Circle offices as per request of Nodal Officer of concern jurisdiction.	The IBS / Booster will be provided based on recommendation from network survey report and subject to minimum volume commitment	No Change per RFP	As

13	18	Point No 62	VICL	MSEDCL reserves right not to commit any number of connections to L1 The bidder.	This criterion is not ok, as we would require some commitment on volume to decide the lowest possible commercials	The work orders will be placed by the respective circle/zone/rd offices. Hence such commitment cannot be given.  If the service provider's network is the best and has provided best offer, he may get maximum connections.	
14	9	Point No 8	VICL	After awarding the contract, the bidders shall appoint one nodal officer for each zone and corporate office of MSEDCL. There are 16 Zones. Any complaints of mobile phone services received shall be promptly addressed and resolved by the respective nodal officer. The details and change in nodal officer should be intimated to the concerned Zone/Circle. MSEDCL has given minimum requirement for appointing one nodal officer zone wise, however its discretionary to appoint nodal officer circle wise (Forty four (44nos.) of circles and approximate 145Division offices), being nodal officer to be appointed by the bidders	Subject to volume commitment	Ok. Please refer Corrigendum for revised clause of tender.	Y
15	9	Scope of Work Point No.10	VICL	Disconnection of mobile services of M.S.E.D.C.L.'S connection for whatsoever reason should not be carried out without prior notice of 30 days to the concerned nodal officer of MSEDCL.	Subject to clearance of payments within 30 days of invoice submission	No Change per RFP	As
16	10	Scope of Work Point No.10	VICL	Each MNP request should be completed within 7 days after complying all regulatory requirements.	MNP will be done based on DoT guidelines within the DoT TAT, subject to fulfilment of all DoT guidelines at customer end	After providing/complying all required information to service provider as per regulatory requirements(TRA/DoT guidelines) by MSEDCL, the service provider will have to complete the MNP request as per mentioned clause of RFP.	
17	10	Scope of Work Point No 13	VICL	In case of delay (beyond 30 days) in MNP by Donor Operator, then penalty of 0.5% of billing of particular Division/Circle/Zone per week shall be applicable subject to 10% of contract value.	There cannot be any penalty on MNP, as we will comply to DoT guidelines as stated above.	Penalty shall be applcable if porting is rejected for issues other than regulatory compliance.	

18	10	Scope of Work Point No.15	VICL	The bidders should provide online portal for Self Service for raising complaints or for activation/ deactivation of services.	<p>Detail clarification to be provided on features required in the portal. For example,new SIM activations can not be done without DCAF process also VAS cannot be activated as per MSEDCL contract etc.</p> <p>ViBM portal access (Self Service portal) can only be provided to the central MSEDCL SPOC for activation /deaction of servcies as a master login. Since ViBM is enterrpsie code based portal and not LAC code based, hence Zonal leve/ Billing unit level customised access cannot be given.</p>	<p>The features should include basic services for activation/dectivation of connection number, ISD/VAS facility, to check billing status .</p> <p>The access shall be provided to billing locations ( Division/Circle/Zone/ Regional and HO level).</p>	
19	10	Scope of Work Point No. 16	VICL	<p>16) Further all empaneled bidders should provide dashboard for following facilities,</p> <p>a) User wise usage data.</p> <p>b) Circle/Zone/Region wise usage data.</p> <p>c) Period wise usage data.</p> <p>d) Viewing of roll over data.</p> <p>e) Billing summary.</p> <p>f) Payment history.</p> <p>g) Roll over data status</p> <p>The dashboard should be provided by all bidders within 30 days from award of contract/empanelment; in general, approx. 100 users shall be given access for the dashboard. All The bidder shall ensure 100 percent availability of dashboard and should works seamless, any issue/breakdown shall be resolved within 7 days from the date of receipt of complaint else penalty @ Rs 500 per day shall be levied and maximum up to 10% of group billing of that particular billing unit.</p>	<p>These details can be provided offline on a quarterly, half yearly and yearly basis.ViBM portal access (Self Service portal) can only be provided to the central MSEDCL SPOC for activation /deaction of servcies as a master login. Since ViBm is enterrpsie code based portal and not LAC code based,Zonal leve/ Billing unit level customised access cannot be given.</p>	<p>There shall be facility to MSEDCL users to raise tickets for activation / deactivation of services. The process of activation / deactivation is to be handled by service provider in coordination with nodal officer appointed at circle/zone/region or corporate level. Please refer Corrigendum for revised clause of tender.</p>	Y

20	11	Scope of Work Point No 21	VICL	Activation/ Deactivation of connection or any kind of service should be carried out within 4 (four) hours from the receipt of such request from MSEDCL's authorized person & activation of new connection should be done within 24 working hours.	Ok if all the formalities as per DoT guidelines are completed, 1)Activation and deactivation of services by the centralised MSEDCL SPOC can be done through ViBM and can be done within 4 hours 2) Any Request raised to national Email corporate desk will be fulfilled at the current SR/complaint TAT	Ok. Ticket for activation / deactivation of services shall be raised by MSEDCL user through ticket management software and same shall be processed by service provider with stipulated time mentioned in RFP.	
21	20	Payment Point 5 (1)	VICL	The itemized monthly bill for mobile connections provided to MSEDCL should be delivered to the respective Division /Circle/Zonal office/Regional/Corporate offices with summary sheet at least 15 days before the due date of payment.	Payment to be cleared within 30 days of bill submission and 100% payment of invoices to be done as there are some deductions from the invoices without stating any reasons.	The payments will be processed as per payment milestones defined in RFP. Refer corrigendum.	
22	18	Point No. 57	VICL	NOTWITHSTANDING ANYTHING UNDER THIS AGREEMENT, THE BIDDER'S TOTAL LIABILITY TO MSEDCL FOR ALL CLAIMS, IN THE AGGREGATE, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY STATEMENT OF WORK) , WHETHER IN CONTRACT OR IN TORT (INCLUDING FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL BE LIMITED TO AN AMOUNT EQUAL TO CONTRACT VALUE FOR AVOIDANCE OF DOUBT, THIS LIABILITY CAP IS AN AGGREGATE LIABILITY CAP FOR THIS AGREEMENT AND ALL AFFILIATES RECEIVING SERVICES UNDER SUCH LOCAL AGREEMENT.	The Limitation of liability should not be 100% of TCV and a certain % age to be defined	No Change. per RFP	As

23	18	Point No. 63	VICL	MSEDCL reserves right to issue multiple orders as per its requirements. Field offices (Circle level/Zone level) shall issue services order as per the requirements.	<p>Based on the empanellment</p> <p>1)On what criteria would volume allocations be done to operators,</p> <p>2) We recommend network analysis report for all locations to compare operator network strength for award of volume and it should not be done on the perception of the user only as same is subject to change.</p> <p>3) Once the volume has been awared to the operator , will the volume becomes the part of the contract of 3 years or the zones will have the authority to change the operator every 3 months as per MNP guidelines.</p> <p>4) The tender does not mention about 2G users , as per our analysis there is a significant volume of 2G users, do we need to offer same plans to 2G users? Also is there no guarantee required for 2G services , because if 2G services are stopped the 2G users will not get any service.</p>	<p>1 &amp; 2) The work orders will be placed by concerned Circle Office/Zone Office/RD Office/HO to one or more service providers on the basis of cellular network coverge scenario in the areas of their jurisdiction.</p> <p>3) The filed offices can switch over to other service provider if they face difficultly in network &amp; services being provided by existing service provider</p> <p>4) As per RFP</p>	
24	1	Bid date extension	VICL	Bid End Date: 18/10/2021 14:00	Request you to kindly extend the bid End Date to 28/10/2021 14:00	Please check the Mahavitaran e-tender portal for updates.	
25	7	PRE-QUALIFYING REQUIREMENTS (QR) point no 4	JIO	The bidder should have experience of minimum 4 years for providing GSM services on commercial basis in Maharashtra & Goa Circle as well as in Mumbai Circle on postpaid basis.	We request to please modify the clause as: The bidder should have experience of minimum 4 years for providing GSM services on commercial basis in India.	Ok. Please refer Corrigendum for revised clause of tender.	Y

26	6	E-Tender Notice - Page 6	JIO	Providing Mobile (GSM) Services to MSEDCL Employees, with Free CUG Voice & Data Services in Maharashtra State (Including Mumbai). – Tender for cellular service providers for Mobility services to MSEDCL.	Request MSEDCL to modify this to " Providing Mobile (GSM / 4G LTE) Services to MSEDCL Employees, with Free CUG Voice & Data Services in Maharashtra State (Including Mumbai). – Tender for cellular service providers for Mobility services to MSEDCL.	Ok. Please refer Corrigendum for revised clause of tender.	Y
27	11	Scope of services, point no 23	JIO	Facility of sending SMS to entire group of company paid connection of M.S.E.D.C.L. should be provided by the bidder. The general frequency for requirement for such facility may be once in 2 quarter.	Please brief on this requirement. Is bulk SMS needed to be sent to all MSEDCL group SIMs procured via this RFP ?	No Change . As per RFP	Y
28	9	Scope of services, point No 9.	JIO	MSEDCL reserves the right to terminate the contract in part or full by giving 60 days' notice in advance.	Request MSEDCL to note that 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 for terminating the contract for its own convenience.	No Change. As per RFP.	
29	10	Scope of work , point no13	JIO	In case of delay (beyond 30 days) in MNP by Donor Operator, then penalty of 0.5% of billing of particular Division/Circle/Zone per week shall be applicable subject to 10% of contract value.	Request MSEDCL to provide a cure period to rectify the breach before levying liquidated damages. Also we request MSEDCL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note.	30 days is itself cure period. The penalty/LD applicable, if any, shall be deducted through invoices payable.	Y
30	10	Scope of work , point no14	JIO	No security deposit will be paid by MSEDCL for getting any connection or for activation of any type of services on the mobile connection.	1. Request MSEDCL to note that Security deposit shall have to be paid for Sim Cards 2. Incase of lost sim cards charges shall have to be paid to RJIL	Not accepted, As per RFP	



31	10	Scope of work , point no16	JIO	The dashboard should be provided by all bidders within 30 days from award of contract/empanelment; in general, approx. 100 users shall be given access for the dashboard. All The bidder shall ensure 100 percent availability of dashboard and should works seamless, any issue/breakdown shall be resolved within 7 days from the date of receipt of complaint else penalty @ Rs 500 per day shall be levied and maximum up to10% of group billing of that particular billing unit	Request Customer to note that, We provide standard invoices along with standard usage summary. In case customer wants a customized dashboard, concurrence shall be needed from Jio Customer services. Penalty @Rs 500 shall be settled in the form of Credit note in the next invoice.	No Change , As per RFP. The penalty/LD applicable, if any, shall be deducted through invoices payable.	Y
31	20	Payment	JIO	1) The itemized monthly bill for mobile connections provided to MSEDCL should be delivered to the respective Division /Circle/Zonal office/Regional/Corporate offices with summary sheet at least 15 days before the due date of payment. 2) The payment of monthly bill will be made by respective Division/ Circle/Zonal Regional/Corporate offices as the case may be. For example- the users working under particular division/circle/zone/Regional offices/ HO, payment of those users will be paid by that respective division /circle/zone/Regional offices/HO in group. 3) If the networks coverage issues as above are not resolved within the stipulated period, then the company will levy penalty of Rs.100/- per month / connection and same will be recovered from the bills of the bidder. The concerned officer may initiate MNP without any notice.	In the absence of payment as per the agreed timelines, JIO shall have the right to suspend/terminate services along with levy of penal charges	Payment shall be processed after receipt of invoices as per payment terms in tender. For Disconnection refer clause no 10 page no 9.	
32		Additional		1) In case of Mobility sim connections, we have data rollover facility upto 200 gb per month only. 2) Data rollover can be offered either by Limited Volume based or Limited Period Based. Data rollover for unlimited period is not possible.		No Change, As per RFP. Data accumulated in roll over should be valid for the entire contract period.	
33		Additional		Incase if we are providing CPE we shall be charging CPE rental from an Entity other than RJIL hence customer will recieve Multiple Invoices. This to be noted		As per RFP.	
34		Additional		What will be the Mean time to respond and resolve any queries or complaints?		Please refer scope of services point no 6 for network coverage, and point no 21 for other services.	

35	7	PRE-QUALIFYING REQUIREMENTS (QR) point no 2	Airtel	The Bidder should have Valid 3G/4G licenses in both Mumbai & Maharashtra circle	The Bidder should have Valid 2G/3G/4G licenses in both Mumbai & Maharashtra circle	Ok. Please refer Corrigendum for revised clause of tender.	Y
36	10	Scope of services point no 12	Airtel	Each MNP request should be completed within 7 days after complying all regulatory requirement	Each MNP request should be completed within TAT defined by TRAI complying all regulatory requirement	After providing/complying all required information to service provider as per regulatory requirements(TRA/DoT guidelines) by MSEDCL, the service provider will have to complete the MNP request as per mentioned clause of RFP.	
37	10	Scope of services point no 13	Airtel	In case of delay (beyond 30 days) in MNP by Donor Operator, then penalty o 0.5% of billing particular Division /circle / Zone per week shall be applicable subject to 10% of contract Value	Comment if any Changes	Penalty shall be applcable if porting is rejected for issues other than regulatory compliance.	
38	11	Scope of services point no 23	Airtel	Facility of sending SMS to entire group of Company paid connection of M.S.E.D.C.L should be provide by the bidder. The general frequency for requirement for such facility may be once in 2 quarter	Need Clarity on this point	Please refer corrigendum	Y
39	12	Scope of services point no 32	Airtel	Empanelled Bidders should set up in building solution (IBS) to boost the network and coverage t get high data speed at Prakashgadh HSBC corporate offices and shall also be setup at MSEDCL Region / Zone / Circle offices as per request of Nodal Officer or Concern Jurisdiction	Required Solution will be based on the recommendation post network survey on the given location, as for all location IBS might not be the only solution	No Change As per RFP	
40	9	Scope of services point no 3	Airtel	MSEDCL reserves right not to commit any number of connections to L1 The bidder	The L1 bidder should get number commitment to go with more competitive price point and this be cost beneficial for MSEDCL	The work orders will be placed by the respective circle/zone/rd offices to service provider having better coverage in the respective area. Hence such commitment cannot be given.	

41	10	Scope of services point no 13	Airtel	In case of delay (beyond 30 days) in MNP by Donor Operator, then penalty of 0.5% of billing of particular Division/Circle/Zone per week shall be applicable subject to 10% of contract value.	In Addition to this, Donor operator should not hold the MNP under payment outstanding belongs to current month or any other clause between MSEDCL & Donor operator	Penalty shall be applicable if porting is rejected for issues other than regulatory compliance, subsequently all bidders need to submit the undertaking for MNP as per tender condition.	
42	10	Scope of services point no 18	Airtel	The tariff plan offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL by the bidder who wish to avail of it in their individual capacity. However, MSEDCL will not take any kind of responsibility for such connections and payments thereof. The MSEDCL tariff plan offered to family members of MSEDCL employee and approved vendors/agencies subject to confirmation of ECS payment facility from the person who is subscribing the connections.	Plans quoted as part of this tender will only be applicable to COCP segment, any retail/COIP is out of scope here. Hence MSEDCL should remove or modify this clause.	The scope of tender covers both company paid and individual paid cellular connections.	
43		Bid date extension	Airtel	Request for Extension in Date of Submission_Tender No.: EEC/BND/TECH/T-70/21-22	we request you for an extension in the bid submission date by at least 15 days due to below reasons:-  1. EMD/Tender Fee Preparation is taking time due to festive season holidays and unavailability of resources.  2. Also documentation for the tender will take a little more time.	Please check the Mahavitaran e-tender portal for updates.	