

Responses to Pre-Bid Queries of all Bidders (Tender No.: CEC/CORP/MUM/TECH/ e-T- 01 /2018-19), Pre Bid conducted on 12/06/2018.

MSEDCL responses treated as modified clauses with respect to original respective tender clauses and formed the part of bid document.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
1	5	Clause No. 5, Point No. 15	Bidder must provide Network Survey report with Signal Strength and Data Speeds (based on TRAI App) for the List of Locations shared by MSEDCL (As per the details address of locations mentioned in the Mahavitaran Diary 2018)	<p>1. Detailed Addresses of Sub-Divisions/ Zones not available. Complete List with detailed addresses &amp; Contact Person details will be required for survey.</p> <p>2. What is the total number of Locations for which survey has to be done, as physical survey for 200 locations will require atleast 30 working days, considering the vast geographical spread.</p> <p>3. Can we provide Network Coverage details based on our in-house Network Tools and confirm the details through an undertaking, as snapshot from TRAI App will delay the time for result capturing and hence bidding.</p>	<p>1. All offices Contact details available on Mahadiscom website (www.mahadiscom.in- refer old version under contact section)</p> <p>2. Bidder should atleast submit the report for 4 Regional office, 16 Zones &amp; 44 Circle Office and 142 Division office locations.</p> <p>3. Yes, bidder may submit Network Coverage details based on in-house Network Tools and confirm the details through duly certified undertaking.</p> <p>4. The separate list of locations as per point no 2 is attached here- file name 'List of MSEDCL office addresses', contact numbers of respective locations are given in the diary also same has been emailed to all bidders on 14/06/2018.</p>
2	6	Clause No. 8	MSEDCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. We are also not bound to accept the lowest Bid. MSEDCL reserves the right to reject any offer (predatory pricing) which in the opinion of the MSEDCL is below the normal cost based on the current market trends.	<p>What will be the criteria or market pricing benchmark for deciding if the prices quoted by any bidder are predatory prices. Request clarification from MSEDCL, what is the <b>base price</b>, below which prices will be considered as predatory.</p>	<p>MSEDCL reserves the right to reject any offer which in the opinion of the MSEDCL may result in inferior services or which may not survive the Contract Period. As such there is no benchmark or base prices decided by MSEDCL, however the clause is incorporated to avoid post tender withdrawal and further complications on account of quoted prices, which may seem to be far lower than the current market trends, it may be decided post bidding.</p>

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
3	10	Annexure - I, Point No. 1	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 every six months for downward trend, and the lowest post paid plan (of any existing Cellular provider in Mumbai & Maharashtra Circles) at that time, for similar configuration will have to be effected & binding on the operator.	In the event of review of pricing in every 6 months, after winning the tender, it will be commercially not viable for the bidder, as any new operator may offer predatory pricing without comparable service assurance infrastructure and service touchpoints. This condition will discourage bidders from quoting most competitive commercials. It is requested to modify this clause and consider fixed prices for the entire contract period.	The quoted tariff plan will be reviewed every after 6 months for downward trend only, and the lowest market post paid plan of successful bidder ( to whom contract has been awarded) of similar configuration in Mumbai & Maharashtra Circles will be compare at that time, and same will be effected after mutual negotiation.
4	10	Annexure - I, Point No. 3	The CUG facility should be provided free of cost i.e. there should not be any rental for providing free CUG, as well as calls made within group should be free also & security deposits for STD/ISD/International Roaming etc will not be acceptable and such tender will not be considered and is liable to be rejected.	As per Part - I: Price Bid, MSEDCL has confirmed the requirement of Unlimited Voice Mins. CUG Facility with Unlimited cannot be configured. Hence No CUG Facility will apply. Request MSEDCL to remove this clause.	clause removed
5	10	Annexure - I, Point No. 5	There is no binding on of MSEDCL to place the order on single service provider. The order for providing mobile service may be placed on one or more than one service provider, if necessary. The prices quoted by L1 bidder will be considered for allotment of full order, provided it will be the responsibility of service provider to ensure 100 % network coverage for all locations in State of Maharashtra. The L2/L3/.....Lx bidder can match the L1 prices and in case they match L1 prices, they will be empanelled as service provider for MSEDCL during period of Contract. In case L1 is unable to provide the connectivity at particular location/locations OR in case of poor network coverage in some areas, MSEDCL at its sole discretion shall be free to utilize the services for its COCP Connections from the empanelled bidders (from any one of empanelled bidders)	Please clarify that this clause will be in accordance of Point No. 9, Page 10, Annexure - I, whereby it is required that any indoor coverage problem should be resolved within 30 days and outdoor coverage problems should be resolved within 45 days. Accordingly the successful bidder or L1 Bidder should get sufficient time to resolve the network complaints, and the contract for such locations should not be offered to L2/L3 (Empanelled Service Providers), within the stipulated timelines.	Bidder is expected to ensure 100 % network coverage for all locations in State of Maharashtra including Mumbai . In order to safeguard its business objectives, MSEDCL reserves the right to exercise this clause ( Annexure -I, point no 5) at any point of time during contract period, hence the clause number Annexure - I, Point No. 9 page number 10 stand cancelled.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
6	10	Annexure - I, Point No. 9	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.	1. Please clarify that Indoor Network Coverage Problems would be pertaining to and limited to any office premises of MSEDCL only also, please clarify the scope or geographical definition of outdoor coverage. 2. Also for any Indoor Coverage Problem resolution, the TAT of 30 days should be considered from the date of permissions granted for erecting any cell site/ IBS in the building, if required. Also the TAT of 45 days for outdoor coverage should be considered from the date of permissions granted from local administration bodies for setting up a mobile site. Please change this clause considering above points, as Operators cannot be held liable for poor network coverage in absence of permissions from govt. authorities or building owners, for erection of cell sites.	The clause Annexure -I , point number 9, page number 10 stand cancelled.
7	11	Annexure - I, Point No. 11	There should not be any limit on number of connections to be provided under free CUG, the connection may increase onward while activation process.	The Plan offered in the Tender can be applicable only for COCP No.s. Also as all COCP No.s will have U/L Voice, no CUG facility will be provided.	Suggestion accepted.
8	12	Annexure - I, Point No. 24	The tariff plan offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL 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. Individual operated and individual paid (IOIP) as well as COCP should be compulsory covered in CUG facility. 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. Ensure IOIP, Individually operated with reimbursement and COCP should be under CUG facility and MSEDCL approved.	Please remove this Clause, as MSEDCL will not take any responsibility of payment of IOIP Connections. Even after ECS, IOIP Customers stop ECS from their bank leading to bill exposures and suspensions. Also since all COCP Connections will have U/L Voice, CUG Configuration will not be available.  Please modify this clause as Operator may decide based on Credit Verification activities and past credit history of users, to offer same plan or special plan for such IOIP Users of MSEDCL.  For Individual Owned Company Reimbursed Connections, the same plan as COCP plan offered by the Customer shall be offered mandatorily. However, the offered plan will not be offered to MSEDCL Vendors.	1) For MSEDCL vendors- MSEDCL nodal officer/ Divisional/Circle/Zone/Regional head will submit the authorization for MSEDCL vendor's employees with list of users for offering MSEDCL approved plans. 2) For others/family members of employees (IOIP)- atleast 5 connections per employee will be permitted to offer MSEDCL approved plan subject to fulfillment of terms and conditions of CAF. 3) At HO Prakashgad, employees who are availing reimbursement facility will get MSEDCL approved plans. Successful bidder will offered as above and payment responsibility as per point number 1 & 2 does not lies with MSEDCL.
9	12	Annexure - I, Point No. 29	Facilities such as Itemized billing, CLIP, National and International roaming rent (NOT INTERNATIONAL ROAMING CALL CHARGES) should be provided free of cost.	For International Roaming, Operators offer IR Packs, which significantly reduce IR Charges, these packs will be charged extra and only on request of the authorized signatory. Please confirm, if it is permitted, that the Operators can offer IR Packs at market rates to MSEDCL for such International Roaming Users.	No Change. As per RFP.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
10	13	Annexure - I, Point No. 32	Bidder must ensure the port interfacing to other landline, WLL, mobile operators across Maharashtra for availing free usage, in no case calls made to other cellular operators, landline operators in Maharashtra circle including Mumbai charged as STD charges. Calls made to landlines/mobile other than group in Maharashtra & Mumbai should be charged as per approved tariff plan and considering free usage, In no case calls made to mobiles other than group and , Landline operators in Maharashtra circle including Mumbai charged as STD charges	As MSEDCL has requested U/L Voice Plans, what is the relevance of this clause. Please clarify.	Clause removed
11	13	Annexure - I, Point No. 36	ISD facility should be disabled by default so that 'Missed call fraud' calls from international numbers (may cost user Rs.200 per minute) could be avoided.	Please confirm if ISD Services will be required for Senior Management, so that we can keep ISD Configurations, while Services will be activated based on approval from authorised signatory.	No Change. As per RFP. Activation of ISD facility to be done only on demand.
12	13	Annexure - I, Point No. 40	Mandatory Technical Requirements: The bidder should be able to meet the service Level Agreement (SLA) parameters (Table 1) mentioned in the RFP. TRAI approved reports/ Notarized affidavits must be submitted by the bidder for declaring the compliance. The SLA (Annexure A) is attached herewith to include in the RFP for ensuring the expected service level during contract period. Penalty charges for breach of respective parameters as mentioned against that parameter in Penalty column of Table -1 along with average period of each parameter	It is requested to remove this Clause, as Mobile Services are offered under contract on Best Effort Basis, and Penalties of 10% for each Clause as mentioned in Table - I: Service Level Agreement can lead to a huge penalty amount, while there may be no service impacting issues in MSEDCL Services.	Overall cumulative penalties capped up to 10% of contract value.
13	14	Annexure - I, Point No. 45	Worry free plans should be provided for 3G/4G services for 25 & 30 GB data also	There is no Price Format in the Part I - Price Bid for Plan Rental Charges for 25GB and 30 GB. Also what will be the no. of users for each of these plans.	The sheet for worry free plan with U/L voice should be attached as a separate sheet, however these plan are not evaluated for commercial evaluation and are optionals plans. Bidder need to submit in the commercial head while bidding.
14	14	Annexure - I, Point No. 45	Security deposit @ 10% of one year Contract value will be kept and successful bidder need to deposit in form of BG/FDR/DD in favour of MSEDCL after issuance of letter of intent, after one year fresh SD @ 10% of 2nd year contract value will be submitted in advance before expiry of previous year and so on for complete contract period	In case of Vodafone, we have already submitted the Security Deposit for the previous contract period. Kindly confirm if Vodafone needs to submit the Security Deposit again when Vodafone wins the Tender, or the term of old security deposit submitted earlier needs to be extended.	No Change. As per RFP.

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15	1	Part - I: Price Bid	Price Bid Format	Please clarify that does MSEDCL require 100 GB Roll Over Data as this would significantly increase the quoted tariffs from all operators as per current market average statistics. It is recommended to reduce the Roll Over Benefit to 20 GB Maximum, as average data usage of a 4G User is less than 10GB per month.	<b>Roll over of Data Services capped till 25GB for plans offered by the bidders in Part -I of price bid instead of 100 GB.</b>
16	VF Query			Request MSEDCL to extend the Tender till 19th July, as Network Survey is required with TRAI App, and for conducting survey for more than 200 Locations, we would require time till 19th July.	<b>Please refer eTender website/ mahadiscom website ( under tender and announcement sections) for any updates.</b>
17	VF Query	Part - I: Price Bid, Point No. 2	Offered rental for above mentioned data plans will be multiplied to the approximate given base, if it happens, any data plan of L1 bidder is higher than L2/L3/L4 bidder, then L1 bidder should match the tariff plan of that bidder for particular data plans and will be evaluated accordingly.	This clause should be removed, as based on the Lowest Bid as per formula mentioned for 3 Years, L1 will be decided, in such case L1 cannot match lower rates of L2 and L3 for any data plan.	<b>This clause is removed, however MSEDCL reserves the right to negotiate.</b>
18	Page No. 8/Point No. 33	Legal	<b>Force Majeure</b> - Modification to be sought in 'Force Majeure' definiton.	We propose that any event that is introduced by a governmental authority, Government of India or any other regulatory body that renders the Service Provider incapacitated to perform under the contract but is not a direct consequence of any act of omission and commission on part of the service provider itself shall also be considered a Force Majeure. Any liabilities under the contract shall be out of bounds for the service provider and service provider shall have no liability due to such Force Majeure.	<b>No Change. As per RFP.</b>

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19	Page No. 8/Point No. 34	Legal	<b>Confidentiality</b> -Unilateral obligation of confidentiality upon the bidder.	<p>It is suggested to MSEDCL by the Bidder that the provisions of Confidentiality be subjected to certain exceptions such as-:</p> <ol style="list-style-type: none"> <li>1. If the information becomes public knowledge other than by material breach.</li> <li>2. If the disclosed information is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing Party.</li> <li>3. If the information is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.</li> <li>4. If the information is independently developed without access to any confidential information disclosed by the disclosing party.</li> <li>5. If such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party.</li> </ol>	No Change. As per RFP.
20	Page No. 8/Point No. 37	Legal	<b>Arbitration</b>	<p>It is suggested that the event of a dispute arising out of or in connection with this Agreement, either party may call a meeting for the purpose of resolving such dispute or difference by service of not less than five (5) Business Days' formal written notice and each Party agrees to resolve the dispute first through the designated representatives and then through designated senior officers who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days' of service of such formal written notice. If such senior officers fail to resolve the dispute in the allotted time, then this dispute resolution procedure shall be deemed exhausted.</p> <p>Damages alone may not be an adequate remedy for breach and accordingly the affected party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach.</p> <p>The agreement shall be governed by and construed in accordance with the laws of India, without regard to any choice of law or conflict of law provisions that</p>	No Change. As per RFP.

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21	Page No. 8/Point No. 39	Legal	<b>Indemnification</b>	<p>It is suggested that the Supplier shall only indemnify MSEDCL for all direct damages in relation to the specific obligations performed under the contract by the Supplier.</p> <p>Supplier shall not be responsible for any damage caused for obligations not performed or not responsible to be performed by the Supplier under the contract.</p> <p>To the extent of causation of damages is attributable to the Supplier due to his gross negligence or omission or breach, the defect thus caused, if capable of being remedied, shall be remedied under a reasonable time upon notifying to Supplier for such causation by MSEDCL.</p> <p>For indemnity in case of non-payment of taxes required to be made by the Supplier shall only extend to the taxes in respect of its own income and not of the income of MSEDCL.</p> <p>Any dispute related to non-payment of material or services furnished to the Supplier shall be referred to dispute resolution process as agreed between the parties.</p>	No Change. As per RFP.
22	Page No. 8/Point No. 40	Legal	<b>Limitation of Liability</b>	<p>It is suggested to have the maximum Limit of Liability of the Service Provided limited to a sum equal to 100% of the aggregate value of all charges payable under the Contract during a period of preceding 12 months of the Contract. The Service Provider shall not be liable for any indirect or consequential damage or loss.</p> <p>It is suggested for the exceptions of the Limitation of Liability shall be subject to following conditions: -</p> <p>a) Indemnity Claim related to IPR: - Attribution of Service provider should be sought.</p> <p>b) Damage due to Gross Negligence, fraud or wilful Misconduct: - Attribution of Service Provider is required without any interference of uncontrolled events with these to be decided by the court of law.</p> <p>c) Breach of Confidentiality: - Exceptions of confidentiality and confidential information be referred to.</p>	No Change. As per RFP.

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23	Page No. 27	Legal/Commercial	<b>Table No. 1: Service Levels and Penalties</b>	<p>We understand that time is of the essence and it shall verily be vital for the completion of work by Vodafone. Liquidated damages to the given rate shall not be acceptable since there has to be preventive mechanism to determine the loss of time between the parties towards delivery and any such loss should be documented with a prior notice to be given by MSEDCL to the successful bidder and a reasonable opportunity be granted to rectify such delay and catch up with the lost time. Any such attributable delay in delivery on account of successful bidder shall also be met with service credits to MSEDCL post any non-fulfilment of rectification of delay.</p> <p>The right to cancellation of contract shall not be exercised arbitrarily by MSEDCL and a prior notice be given to successful bidder intimating any such cancellation and be subjected to mutual reconciliation among the senior members of both parties. Any matter post failure of such reconciliation process shall be subject to the dispute resolution process as agreed between both parties.</p> <p>We suggest that such right to termination shall only be post Lock-In period as agreed between the parties and;</p> <p>It is suggested that post issuance of notice of dissatisfaction during the minimum lock in period, the Vodafone shall also be allowed to remedy the defect within a reasonable time to end such dissatisfaction. Any further amends can be made.</p>	<b>No Change. As per RFP.</b>
24	Page 11; Point 17	Commercial	Scope of Works & instructions to bidders	Termination clause will be subject & cannot be open ended	<b>Refer caluse no 43, page number 9 and this will prevail.</b>
25	Page 13; Point 42	Commercial	Scope of Works & instructions to bidders	What will be the weightage on additional benefits like Free SMS & Vodafone Play Ect? What will be evaluation criteria?	<b>clause is removed.</b>
26	Page 29:	Service Level Chart for Cellular Mobile Telephone Services	Minimum download speed 2G:>80 Kbps 3G:>1500 Kbps Reported to TRAI.	As this point is not a standard point of TRAI and It is not possible for any operator to confirm and commit the download speed, request you to remove this clause.	<b>On best effort try to maintained as given, however should not be less than 200Kbps for 3G.</b>
27	4	2	NAME OF THE WORK: Providing Mobile (GSM) Services to MSEDCL Employees, with Free CUG Voice & Data Services in Maharashtra State (Including Mumbai).	Name of work to be changed from GSM to GSM/4G LTE	<b>Accepted and modified</b>
28	4	5.2	Bidder should have valid 2G, 3G & 4G licenses in both Mumbai & Maharashtra circle.- Licence copy to be attached or self-declaration along with DOT consent letter from concerned government body.	Valid Licence shall be UASL/4G in India -UASL is a valid licence issue by TRAI/GOI	<b>No change as per RFP.</b>
29	4	5.3	The bidder should be a valid TRAI/DOT regulated Telecom Company having valid license for providing GSM mobile phone service in Maharashtra and Goa circle as well as in Mumbai Circle as per TRAI guide lines.- The copy of appropriate licenses to be uploaded.	GSM to be changed to GSM/4G LTE/ Volte	<b>GSM changed to GSM/4G LTE.</b>



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30	4	5.4	The G.S.M. service provider should have experience of minimum 5 years for providing GSM services on commercial basis in Maharashtra & Goa Circle as well as in Mumbai Circle on post paid basis.	being a newer technology , Bidder shall be in business for 1 year	No Change. As per RFP.
31	5	5.6	The Bidder should meet the following Quality of Service benchmarks for cellular mobile telephone service in Maharashtra & Mumbai Circle: For Indoor coverage the signal strength at street level shall be ≥ -75 dBm and In vehicle shall be ≥ -85dBm.	Indoor & outdoor quality of signal for 4G is different- Same applicable for Mumbai & MH , to be provided by Circle CTO	Accepted and modified
32	6	5.7 & 5.8	The bidder should have average annual turnover of at least Rs.100 Crores for the last three audited financial years, The bidder have positive net worth	Clause to be amended / Relaxed for new operators or financials of parent company to be considered	Accepted and modified
33	5	5.9	5 similar project of 1000 users	Voice is free in Jio. Similar project of Government or Any other Corporate customers should be considered.	No Change. As per RFP.
34	5	5.1 0	The Bidder Should have and offer fall-back option from 4G Services to 3G and 2G Services to avoid any hindrance Voice and Data services due to non-availability of 4G Network	To be amended / modified as Jio has the capability to give fallback of 4G over 4G through diversified frequency bands.	No Change. Maximum users are having 2G + 3G + 4G enabled handsets. As such in RFP it has been asked to provide fall-back option from 4G Services to 3G and 2G Services to avoid any hindrance in Voice and Data services.
35	5	5.11	The Bidder should ensure that their services should be compatible with all makes and models of 4G/3G and 2G	To be amended / modified in lieu of the fact that the technology is changing and 4G LTE is future technology. MSEDCL being a Government organization must future proof themselves by adopting the latest technology rather than going with 2G / 3G which are going to be obsolete, in near future.	No Change. Approx. 60% users are having 2G/3G enabled handsets. As such in the per RFP it has been asked to provide 2G/ 3G services in addition to latest technology 4G LTE.
36	12	27	Bidder must provide Blackberry/GPRS, 2G, 3G, 4G services in Mumbai & Maharashtra.	To be amended / modified in lieu of the fact that the technology is changing and 4G LTE is future technology. MSEDCL being a Government organization must future proof themselves by adopting the latest technology rather than going with 2 G / 3G which are going to be obsolete in near future.	Bidder must provide 2G, 3G, 4G LTE services in Mumbai & Maharashtra.
37	13	35	the plan should be automatically converted to unlimited 3G/2G so that exorbitant bills due to over usage of data shall be avoided.	The plan may be amended to provide unlimited data facility at throttle speed ( 64 Kbps ) with no additional charges	No Change. As per RFP.

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38	18		Annexure III- <b>to changed to 4G LTE terminology</b> viz BTS - <b>Enode B</b> MSC - <b>AG2 or switching centre.</b> GPRS 2G 3G - <b>LTE</b> Blackberry - <b>to be deleted</b>	Changes suggested mentioned in red.	<b>No Change. As per RFP.</b>
39	4	3	The bidder should be a valid TRAI/DOT regulated Telecom Company having valid license for providing GSM mobile phone service in Maharashtra and Goa circle as well as <b>in Mumbai Circle as per TRAI guide lines</b>	To be changed from GSM to GSM/4G LTE / VOLTE	<b>GSM changed to GSM/4G LTE.</b>
40	5	14	GST Registration certificate GST Clearance Certificate up to 31 Mar 2018 or the latest copy of the ST/GST return submitted Power of Attorney and GST certificate.	This may be changed to the latest ITR filed copy.	<b>No Change. As per RFP.</b>
41	11	16	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.	In case of regulatory violations, services will be terminated as per Telecom licensing condition. CAF terms and conditions will govern service continuity.	<b>No Change. As per RFP.</b>
42	11	17	MSEDCL reserves the right to terminate the contract in part or full by giving 60 days' notice in advance.	Yes. Time should be given to operator to resolve issues and it should not be termination of convenience.	<b>No Change. As per RFP.</b>
44	11	18	The successful Bidder should be responsible for porting approximately 58000 mobile numbers from our existing service provider i.e M/S Vodafone network to its own network. The portability should be completed within 45 days from the date of award of the contract/LOI .If some other service provider is selected after the expiry of contract, then all the number on CUG may be allowed to be used/ preferred to new service provider, and same be ported to new operator .Entire Mobile Number Portability (MNP) process will be organized by successful bidder and coordinate with current service provider for porting out all COCP (Company Owned & Company Paid) connections. There should be MNP Activation of all COCP Connections within 45 days. Operator should provide the minimum timelines for MNP Activations ( Bidder should offer their MNP plan process within constraint time limit) In-case MNP Activation is not done within the committed timelines; MSEDCL can levy penalties (liquidity damage) up to 10% of the Contract Value of one year and forfeiting of EMD value. (The detail descriptive template of expected MNP process is	Jio is willing to support through the MNP Process. Release of numbers from donor operator is responsibility of donor operator and MSEDCL jointly. Any Levy of penalty would not be justifiable.	<b>No Change. As per RFP.</b> <b>Except , Penalty will be calculated as per Annexure P.</b>

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45	12	28	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.	We will require minimum 72 working hours ,post receiving formal communication and documentation.	No Change. As per RFP.
46	14	44	For blackberry plan, exact details are not available; however there should be provisioning of services asked for.	Not applicable. To be removed.	Clause is removed
47	11	18	The portability should be completed within 45 days from the date of award of the contract/LOI .	We request MSEDCL to provide 60 days for MNP process and reduce locations to main 61 locations	The portability should be completed within 45 days from the date of letter of Intent for approximately 58000 numbers. The co-ordination activity can be done from 65 locations ( HO + Regional offices - 4nos +All Zones - 16 nos + All Circles - 44 nos) COCP Mobile numbers of employees at HO, RD offices, Zones, Circles, Divisions, Sub-divisions, Sections, Testing Divisions, Civil Divisions, IT centres, Software cell, store offices, training centres etc have to be ported.
48	10	7	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. 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.	We request to provide billing format and structure of billing organization.	The itemized monthly bill for mobile connections provided to MSEDCL should be emailed to the respective Division /Circle/Zonal office/Regional/Corporate offices's authorized E mail Ids with summary sheet at least 15 days before the due date of payment. 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. The detail addresses of billing locations (207 location) mailed to all bidders on 14/06/2018.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
49	10 to 11	9	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.	Kindly remove this clause as discussed in prebid, as MSEDCL had said that they will change the service provider of that location immediately if faced with severe network issue. Also define severe network issue where the movement will become necessary.	As per response mentioned at sr no 5&6 above.
50	11	10	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 successful bidder or from the Performance security deposit.	Kindly remove this clause as discussed in prebid	MSEDCL will execute the Empanelment clause as per clause no 5 , Annexure -I, however this clause ( point no 10, page no 11)can be executed at sole discretion of MSEDCL.
51	11	13	After awarding the contract, the successful tenderer 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. MSEDCL has given minimum requirement for appointing one nodal officer zone wise, however its discretionary to appoint nodal officer circle wise (Forty number of circles and approximate 140 Division offices), being nodal officer to be appointed by the successful bidder.	Kindly clarify if 16 resources(nodal officers) to be stationed at each zone in MSEDCL office.	One separate Nodal officer should be nominated for each Zone, it is not necessary to be stationed at location, however successful bidder has to allot email ID to respective nodal officer for each zone and communication regarding services/requirements/issues will be addressed to these Email Ids, MSEDCL will nominate one nodal officer with Email ID for each zone for co ordination with successful bidders's nodal officers.On request of MSEDCL, succesful bidders's respective nodal officer should visit the office, futher he/she may visit at his own perodically.Resolution of issues raised through emails should be rectified on top priority.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
52	11	18	There should be MNP Activation of all COCP Connections within 45 days. Operator should provide the minimum timelines for MNP Activations (Bidder should offer their MNP plan process within constraint time limit) In-case MNP Activation is not done within the committed timelines; MSEDCL can levy penalties (liquidity damage) up to 10% of the Contract Value of one year and forfeiting of EMD value. (The detail descriptive template of expected MNP process is to be mentioned in the tender documents.)	We request MSEDCL to levy the penalty on rental of affected number. Capped to 10% of total rental of affected numbers with per month rental instead of total contract value.	Successful bidder has to port out approx. 58000 numbers across Maharashtra within 45 days from date of issuance of Letter of Intent to bidder, the detail process chart for levy of penalty for unported numbers attached separately as Annexure -P.
53	15	5	Bidder must provide Network Survey report with Signal Strength and Data Speeds (based on TRAI App) for the List of Locations shared by MSEDCL (As per the details address of locations mentioned in the Mahavitaran Diary 2018)	We request MSEDCL to accept L1 (GIS based network report) as to do survey based on TRAI App will require physical visits which will take more than 30 days time. As this is RFP requirement extension needed to conduct survey and bid submission.	As per response mentioned at sr no 1 above.
54	33	2	Successful bidder has to physically visit each and every locations ranging from sub division offices to corporate offices spread across in Maharashtra and Mumbai Circle and collect the data (accounting unit wise - List of user, their mobile number and confirmation of authorized signatory for porting of COCP number any change in authorized signatory will be updated to donor operator i.e Vodafone and update the same to Civil Copn office at Prakashnagar)	As highlighted above in first query we request MSEDCL to restrict at 61 main locations.	As per RFP and applicable up to MSEDCL Circle level locations (65 nos).
55			Extension for submission of BID	Considering the requirement of Network reports and technical challenges, we request MSEDCL to extend the tender for additional 21 days.	As per response mentioned at point sr.no 16 above.
56			Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.	Kindly accept letter head request from Management team on letterhead.	Authorization to sign this bid will be not below the rank of CFO/CEO/CMD/HR/Operation/Service Head/VP/AVP/CGM OR having power of attorney.
57	10	1	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 every six months for downward trend, and the lowest post paid plan (of any existing Cellular provider in Mumbai & Maharashtra Circles) at that time, for similar configuration will have to be effected & binding on the operator	We request MSEDCL to remove this clause considering the fact that the pricing will be given basis the investment made for a minimum of three years and there will be capex involved in giving out the pricing.	As per response mentioned at point sr.no 3 above.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
58	10	3	The CUG facility should be provided free of cost i.e. there should not be any rental for providing free CUG,as well as calls made within group should be free also & security deposits for STD/ISD/International.Roaming etc will not be acceptable and such tender will not be considered and is liable to be rejected.	We request MSEDCL to amend this clause as the ask is for unlimited plan where CUG is not applicable.	As per response mentioned at point sr.no 4 above.
59	12	24	The tariff plan offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL 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. Individual operated and individual paid (IOIP) as well as COCP should be compulsory covered in CUG facility. 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. Ensure IOIP, Individually operated with reimbursement and COCP should be under CUG facility and MSEDCL approved pan.	This plan should be only limited to Authorised vendors/Employee Family and Request has to come from MSEDCL authority with specific name/number and KYC details for any new activation.	As per response mentioned at point sr.no 8 above.
60	12	29	Facilities such as Itemized billing, CLIP, National and International roaming rent (NOT INTERNATIONAL ROAMING CALL CHARGES) should be provided free of cost.	IR packs that act as rate cutters for calling and data should be allowed as they only reduce the chance of bill shocks to the customers. Itemised billing hard copy will be chargeable, soft copy can be provided FOC. National roaming is included in the plan hence it can be removed from the clause.	As per response mentioned at point sr.no 9 & 11 above
61	13	32	Bidder must ensure the port interfacing to other landline, WLL, mobile operators across Maharashtra for availing free usage, in no case calls made to other cellular operators, landline operators in Maharashtra circle including Mumbai charged as STD charges. Calls made to landlines/mobile other than group in Maharashtra & Mumbai should be charged as per approved tariff plan and considering free usage, In no case calls made to mobiles other than group and , Landline operators in Maharashtra circle including Mumbai charged as STD charges.	These are all unlimited local and STD plans hence the point is irrelevant.	As per response mentioned at point sr.no 10 above

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
62	13	36	ISD facility should be disabled by default so that 'Missed call fraud' calls from international numbers (may cost user Rs.200 per minute) could be avoided.	How will the activation of ISD facility to be dealt with, and who will send such requests?	As per response mentioned at point sr.no 11 above
63	13	40	Mandatory Technical Requirements: The bidder should be able to meet the service Level Agreement(SLA) parameters (Table 1) mentioned in the RFP. TRAI approved reports/ Notarized affidavits must be submitted by the bidder for declaring the compliance. The SLA (Annexure A) is attached herewith to include in the RFP for ensuring the expected service level during contract period. Penalty charges for breach of respective parameters as mentioned against that parameter in Penalty column of Table -1 along with average period of each parameter.	Kindly review these SLA parameters as these are 26 parameters some of them are not even measurable. And a capping will be required on total deductions. Kindly providing capping.	As per response mentioned at point sr.no 12 above
64	14	45	Worry free plans should be provided for 3G/4G services for 25 & 30 GB data also.	These plans are not asked for in bid document. Please specify the use and number of users in each of these plans.	As per response mentioned at point sr.no 13 above
65	29	xiii	Minimum download speed 2G:>80 Kbps 3G:>1500 Kbps Reported to TRAI	The ask of 1500Kbps is too high. For uploading an image speed of 200kbps is enough in most cases. Please review the ask.	As per response mentioned at point sr.no 26 above
66	Price bid, Part I	point no 1	Roll over of Data up to 100 GB	Above mentioned Data Plans should offer Roll – Over Data Benefits on monthly basis to a maximum of 100 GB.& Throttling (2G/3G) should be offered free of charge, post consumption of subscribed data	Roll over of Data Services capped till 25GB for plans offered by the bidders in Part -I of price bid and throttling will be applicable post consumption of total roll over of balance data of particular month.
67	Price bid, Part I	point no 4	Incoming Roaming & Outgoing Roaming Services should be free of charge on Pan INDIA basis.		No Change. As per RFP.
68	Price bid, Part I	point no 6	No pay go charges (like 10 kb per paisa) should be applied to any connection within contract period.		No Change. As per RFP.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
69	Price bid, Part I	point no 2 (without notes)	Offered rental for above mentioned data plans will be multiplied to the approximate given base, if it happens, any data plan of L1 bidder is higher than L2/L3/L4 bidder, then L1 bidder should match the tariff plan of that bidder for particular data plans and will be evaluated accordingly.	Clarification Required Request you to provide more clarification regarding this clause. What if L1 Bidder refused to match the price with other bidder's quoted price for particular data plan.	As per response mentioned at point sr.no 17 above.
70	Price bid, Part II		SMS PACK (Optional)- Other than free usage	Clarification Required 1. Additional SMS Pack required on each number/connection? Please Clarify 2. Please confirm the Usage of additional SMS. Required for bulk sms or for any other reason 3. FOR SMS PACK , TRAI rules would be applicable	1) Additional SMS pack will be required as and when required. 2) Packs are given in the bid in Part II of price bid, 3) TRAI rules will be applicable. The plans for Dongle/SMS packs are mentioned in the price bid part II is optional. The quoted tariff of data plans in Price Bid Part II is for indicative purpose only and not being considered for commercial evaluation of the received bids. The commercial evaluation carried out only on the rates quoted by the bidders in Part I-Price Bid document only, these plans are indicative and MSEDCL may or may not execute over a contract period.
71	Price bid, Part II		Dongle Data Plan Only -Optional	Clarification Required Dongle data plan is optional and it's not a part of evaluation but what if all bidders quote for the optional plan also. What would be the evaluation criteria in such case? Please confirm	The plans for Dongle/SMS packs are mentioned in the price bid part II is optional and it will not be considered for commercial evaluation, these plans are indicative and MSEDCL may or may not execute over a contract period, however it required to all bidder to offer their tariffs for these plans.
72	4	2	Bidder should have valid 2G, 3G & 4G licenses in both Mumbai & Maharashtra circle.	Change in Clause Required Bidder should have valid 2G & 3G or 4G licenses/spectrum in both Mumbai & Maharashtra circle.	No Change. As per RFP.



S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
73	4	4	The G.S.M. service provider should have experience of minimum 5 years for providing GSM services on commercial basis in Maharashtra & Goa Circle as well as in Mumbai Circle on post paid basis. Experience certificate should be uploaded.	Clarification Required What is the exact requirement?Please Confirm	Experience certificates from the clients mentioning the services provided/providing on commercial basis for GSM on post paid basis in Maharashtra and Mumbai circle indicating the date of roll out of services. Experience certificates justifying the past 5 years experienced will be considered.
74	4	5	The bidder should have Unified Access services License /Cellular Mobile Services Licensee for Maharashtra & Mumbai Circle having own carrier network under license from Department of Telecommunications (DoT), Govt. of India.	Change in Clause Required The bidder should have <b>Unified License / Unified Access services License /Cellular Mobile Services Licensee</b> for Maharashtra & Mumbai Circle having own carrier network under license from Department of Telecommunications (DoT), Govt. of India	Suggestion is accepted and clause is modified.
75	5	9	The bidder should have implemented at least 5 similar kinds of projects of providing CUG mobile services for minimum 1000 connections under single order and at-least one contract from a Govt Department/Semi Govt Department/PSU with minimum 1000 connections under single order and should have at least one project of providing Postpaid CUG mobile services for any organization for minimum 1000 Cells shall be presently successfully in operation from the past 1 year (approx).	Change in Clause Required The bidder should have implemental at least 5 similar kinds of projects of providing CUG mobile services for minimum 1000 connections under single order and at-least one contract from a Govt Department/Semi Govt Department/PSU with minimum 1000 connections under single order and should have at least one project of providing Postpaid CUG mobile services for any organization for minimum 1000 Cells shall be presently successfully in operation from the <b>past 3 year (approx)</b> .	No Change. As per RFP.
76	5	11	The Bidder should ensure that their services should be compatible with all makes and models of 4G/3G and 2G (Feature Phone) Handsets.  Undertaking on Company Letter Head confirming Service Availability & compatibility on all 4G/3G and 2G Devices.	Clarification Required What is the exact requirement?Please Confirm	The clause is self explanatory .  No Change. As per RFP.
77	5	14	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.Power of Attorney	Clarification Required Person already having POA in his name can he authorize any person for signing the entire BID Pack & ANY OTHER DOCUMENTS LATER ON.	It depends upon the POA.
78	5	15	Bidder must provide Network Survey report with Signal Strength and Data Speeds (based on TRAI App) for the List of Locations shared by MSEDCL( As per the details address of locations mentioned in the Mahavitaran Diary 2018)	In order to conduct network survey,request to extend tender submission due date by 10 to 15 days	As per response mentioned at point sr.no 16 above

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
79	4	6	The Bidder should meet the following Quality of Service benchmarks for cellular mobile telephone service in Maharashtra & Mumbai Circle: For Indoor coverage the signal strength at street level shall be $\geq -75$ dBm and In vehicle shall be $\geq -85$ dBm.		No Change. As per RFP.
80	6	8	MSEDCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. We are also not bound to accept the lowest Bid. <b>MSEDCL reserves the right to reject any offer (predatory pricing) which in the opinion of the MSEDCL is below the normal cost based on the current market trends.</b>	<b>Clarification Required</b> Request you to provide more clarification regarding this clause.	As per response mentioned at point sr.no 2 above
81	10	1	The tariff plans offered in the Price Bid (Voice cum Data plan) shall be valid for entire contract period of three year. However, <b>the effective tariff plan will be reviewed every six months for downward trend, and the lowest post paid plan (of any existing Cellular provider in Mumbai &amp; Maharashtra Circles) at that time, for similar configuration will have to be effected &amp; binding on the operator.</b>	<b>Clarification Required</b> Request you to provide more clarification regarding this clause.	As per response mentioned at point sr.no 3 above
82	10	4	The bidder is requested to submit the list of their corporate customers (at least 5 nos) to whom they are presently providing postpaid GSM service under CUG facility mentioning the number of connections in CUG in Maharashtra.	Clarification Required Only list is required or we need to submit PO copies also. Minimum number of connections?	Undertaking mentioning the list of corporate customers (at least 5 nos) to whom presently providing postpaid GSM service under CUG facility mentioning the number of connections in CUG in Maharashtra is required.
83	10	7	BILLS - 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	Clarification Required How many locations are there where monthly bills needs to be delivered? Please Confirm	As per response mentioned at point sr.no 48 above
84	10	7	PAYMENT - 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.	Clarification Required Total how many locations from where monthly payment needs to be collected? Please Confirm	As per response mentioned at point sr.no 48 above

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
85	11	13	<b>NODAL OFFICER IN 16 ZONES</b> - After awarding the contract, the successful tenderer 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. MSEDCL has given minimum requirement for appointing one nodal officer zone wise, however its discretionary to appoint nodal officer circle wise (Forty number of circles and approximate 140 Division offices), being nodal officer to be appointed by the successful bidder.	Clarification Required How many locations are there where Nodal officer to be appointed? Please Confirm	As per response mentioned at point sr.no 51 above
86	11	14	In addition to above, one Chief Nodal officer shall be appointed by the successful bidder who will be responsible for addressing the issues related to the services for entire group of MSEDCL in Maharashtra The sufficient spare 4G SIM should be kept at each division level for replacement in case of SIM failure.		Need to submit the escalation matrix and one SPOC for co-ordinating at HO level for issues across Maharashtra and Mumbai Circle.
87	11	15	Successful tenderer shall depute one person having thorough knowledge of mobile phone services at Corporate Office of MSEDCL at Prakashgad, Bandra. This person will be responsible to resolve service related issues at Corporate Office such as handset settings, data transfer billing related issues etc. and should be made available at Prakashgad Bandra during office working hours with all equipments.		No Change. As per RFP.
88	11	18	Operator should provide the minimum timelines for MNP Activations ( Bidder should offer their MNP plan process within constraint time limit) In-case MNP Activation is not done within the committed timelines; MSEDCL can levy penalties (liquidity damage) up to 10% of the Contract Value of one year and forfeiting of EMD value. (The detail descriptive template of expected MNP process is to be mentioned in the tender documents.)	Clarification Required What is the exact requirement?Please Confirm	As per response mentioned at point sr.no 52 above
89	12	20	The service provider should provide facility of online viewing of bills.		No Change. As per RFP.
90	12	22	The Bidder should provide online portal for Self Service for raising complaints or for activation/deactivation of services.	Page 12 , Scope of Works & instructions to bidders.Annexure 1, Clause 22	No Change. As per RFP.
91			EMD through BG	<b>Clarification Required</b> Do we need to prepare Bank Guarantee in any specific format. If YES, Please share the BG format	EMD format for BG mailed to all bidder on 14/06/2018 on designated email Ids.

S.N.	Page No.	Clause No.	Description	Suggestion / Change Request	MSEDCL's Responses
92	27 to 33	SLA	Service Level Chart for Cellular Mobile Telephone Services	<p><b>Clarification Required</b> Request you to provide more clarification regarding this clause. TRAI Report is published Quaterly.Many parameters mentioned are not even related to this tender like call centres parameters. What would be criteria to calculate PENALTY</p>	As per response mentioned at point sr.no 12 above and aplicable parameters for tendered services will be considered.
93	13	42	If any bidder offers some additional freebies such as free top up of data, extra SMS , etc within the monthly rentals, the same may be given consideration for deciding L 1, if there is a tie	<p>Clarification Required Online Submission - Where we are required to provide details regarding freebies if any on the portal</p>	This clause is removed.
94	12	30	Facility of sending SMS to entire group of company paid connection of M.S.E.D.C.L. should be provided by the successful tenderer. The general frequency for requirement for such facility may be once in quarter.	<p><b>Clarification Required</b> Request you to provide more clarification regarding this clause.</p>	<p>The clause is self explanatory . No Change. As per RFP.</p>
95	5	15	Bidder must provide Network Survey report with Signal Strength and Data Speeds (based on TRAI App) for the List of Locations shared by MSEDCL( As per the details address of locations mentioned in the Mahavitaran Diary 2018)	Unable to download the same. Please share the link	The required data emailed to all bidders on designated Email Ids on dated 14/06/2018.