

Annexure- A

MSEDCL Reply to Pre Bid Queries						
Tender No. : - CGM(IT)/Point to Point-Internet/19-20 Ver. 2.0						
Sr.	Clause No.	Page No.	RFP Section & Clause	Query	Type of Query	MSEDCL Reply
1	Tender Details Clause: Pre- Qualifying Req: Point 1	1 & 5 & 15	1.Bidder should be a National Long-Distance Service Provider or IP VPN service provider/Basic Service Operator having own Point to Point & Internet leased line network under license from Gol. This License should be valid during the contract period.	Pls note that Jio will provide P2P in form of L2 VPN. (This is applicable wherever P2P is used in the tender document)	Qualifying Crieteria	Dedicated Point to Point path between two end points is required. To be provided as per tender.
2	Tender Details Clause: Pre- Qualifying Req: Point 2	1 & 5 & 15	2.Bidder should have Supplied, Installed, Integrated, Tested and Commissioned Point to Point and Internet Leased Lines during preceding five financial years(i.e between 1st Apr 2014 to 31st Mar 2019) fulfilling either any one of the following criteria	Pls note that Jio will provide P2P in form of L2 VPN and relevant experience documents will be provided	Qualifying Crieteria	Dedicated Point to Point path between two end points is required. To be provided as per tender.
3	Tender Details Clause: Pre- Qualifying Req: Point 3	1 & 5 & 15	3.Bidder should have cumulative turnover of at least Rs.60 Crore for the last three audited financial years.	Pls clarify whether this is average annual turnover or turn over for each year. If it is turnover for each year, request MSEDCL to make it average turnover.	Qualifying Crieteria	It is Cumulative Turnover for the last three audited financial years.

4	Tender Details Clause: Pre- Qualifying Req: Point 6	1 & 5 & 15	6.The bidder should have implemented at least 3 multi-location WAN Projects (installation, integration, maintenance & management) during the last three financial years out of which at least two projects should have involved Leased Lines (Point to Point and Internet) or ISDN or DSL or VPN/MPLS or Fiber Optics or a combination of these technologies for a customer having a minimum of 50 WAN locations.	Pls note that Jio will provide P2P in form of L2 VPN and relevant experience documents will be provided	Qualifying Critereria	Dedicated Point to Point path between two end points is required. To be provided as per tender.
5	Section - D. MANDATORY TECHNICAL REQUIREMENTS Point 1.	16	The Network Bandwidth Service Provider shall provide Last Mile connectivity of Point to Point & Internet Leased Line on as per Annexure IV – Price Bid up to MSEDCL’s premises for the locations under the scope of the tender.	Pls note that Jio will provide P2P in form of L2 VPN	Mandatory Technical Requirement	Dedicated Point to Point path between two end points is required. To be provided as per tender.
6	Section - D. MANDATORY TECHNICAL REQUIREMENTS Point 4.	16	The leased line / internet links provided by Network Bandwidth 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.	Please note that any kind of bandwidth upgradation will take 4 weeks and a new PO should be released for the same. Thus, pls raise bandwidth upgradation request at least 4 weeks in advance.	Mandatory Technical Requirement	Please refer Corrigendum & revised Tender.

7	Section: E.3. SPECIFICATIONS FOR GENERAL SCOPE point 7	19	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.	MSEDCL is requested to share addresses of all the locations to check the feasibility. However, delivery of links at these sites can be prioritised by MSEDCL at its convenience. Link delivery & costing will va in case of any change in site address at a later stage.	General	Addresses are provided in tender (Annexure-III).
8	Section: E.3. SPECIFICATIONS FOR GENERAL SCOPE point 9	19	Bidder should commission each new leased line (as per Quantity Variation Clause) within 60 days from the date of written request from MSEDCL.	Charges & commissioning will depend up on site feasibility. However, Jio will try to adhere to the defined timeline.	General	Please refer Corrigendum & revised Tender.
9	Section: E.3. SPECIFICATIONS FOR GENERAL SCOPE point 10	19	In case of office shifting the Service Provider should shift the links within 60 days from the date of written request from MSEDCL.	Shifting charges will be applicable	General	As per tender, Clause I. Payment Terms. OTC Charges will be paid for link shifting.
10	Clause 12 (I) Settlement of disputes	24	All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Chief General Manager (IT) and the Chief General Manager (IT) shall (within 120 days) after receipt of the	Request MSEDCL to clarify that any decision passed by the Chief General Manager shall not be final and binding. The parties shall have the right to arbitration.	General	As per tender

			contractor's representation make and notify decisions of all matters referred to by the contractor in writing			
11	Clause 12 Settlement of disputes	24	Demand for Arbitration by Contractor	Request customer to include following changes . 1. Right to demand Arbitration shall be available irrespective the Chief General Manager passes the order within prescribed period or not, and the same shall not affect the right to seek resolution by arbitration. 2. Arbitration shall be by a sole arbitrator appointed mutually by the parties.	General	As per tender
12	Section: 29. Termination Clause : ii	33	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	will the MSEDCL follow tendering process and whether the undelivered work will be given to the L1 bidder?	General	As per tender

			the Bidder shall be liable to the purchaser for any additional costs for such similar Deliverables or Related Services			
13	Section: 29. Termination Clause : iv. Termination for Convenience	33	iv. Termination for Convenience	Kindly delete this clause. Pls note, exit charges will apply in case contract is terminated before the contract period.	General	As per tender
14	Section: 14. Terms of Payment Point: iii	26	iii. The Payment will be made by this Office as per availability of funds. A consolidated invoice should be submitted in triplicate to Office of Chief General Manager (IT), 4th Floor, Prakashgad Bldg., Bandra(E), Mumbai 400051 along with satisfactory completion	Kindly delete this clause. Payment shall be made on quarterly basis.	General	As per tender, Clause I. Payment Terms
15	G. SPECIAL CONDITIONS OF CONTRACT Point: VII.5	37	5) In case go-live of any project work is delayed, the entire cost and/or time over-run shall be the responsibility of the Bidder and shall be borne by him only.	Jio will not be responsible for the delays caused by MSEDCL	General	Please refer Corrigendum & revised Tender.

16	H. QUANTITY VARIATION	40	H. QUANTITY VARIATION MSEDCL reserves the right to increase or decrease the existing quantities of links mentioned in this document by +/-25%. In case of increase in quantities of links, list of new locations to be commissioned shall be provided by MSEDCL. Bidder has to successfully commission the link within 1 month on submission of the list.	Bandwidth charges and link delivery will be based on feasibility.	General	Please refer Corrigendum & revised Tender.
17	Section-12. Settlement of Disputes/Arbitration Clause Clause: ii. Dispute Settlement, Obligation during pendency of Arbitration: Point i	24	i. In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees one crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the Company or serving or retired officer of the Company/ Government not below the grade of C.E. or equivalent nominated by the Managing Director of the Company in that behalf. The Sole Arbitrator shall be appointed within 60 days from	Request MSEDCL to have arbitration by a mutually appointed sole arbitrator.	General	As per tender
18	Additional Query		SLA-99.5%	Pls consider below SLA parameters - Wired - 99.5% Wireless - 98.5%	Technical	Ok. Please refer Corrigendum & revised Tender.

19	Additional Query		The selected bidder shall sign a Service Level Agreement with NISM	Following exclusions to be included in the SLA Agreement. Along with other exclusions. 1. Reasons beyond control of the Services provider. 2. Denial of access to premises or equipment by customer. 3. Power failure	General	As per tender
20	Additional Query		Additional	Please intimate that the services shall be provided in accordance with the provisions of the Unified License and other subscription documents such as commercial form, eCAF etc.	General	As per tender
21	Additional Query		Additional	ILL services shall be subject to execution of internet usage declaration form.	General	As per tender
22	Additional Query		Delivery Timeline	Request MSEDCL to change delivery timeline to min. 60 days for all the sites	General	As per tender
23	D13	17	Mandatory Requirements	if the alternate path is not available other than primary will a deviation to this mandatory clause be accepted	Mandatory Technical Requirement	Please refer Corrigendum & revised tender.
24	E1	18	Brief Scope	BSNL does not operate in Mumbai region, can we bid for only the locations where	General	Please refer Corrigendum & revised tender.

				BSNL is feasible?		
25	T1C	59	General Guidelines	EMD amount differs from the Pre-bid notice amount, Please clarify?	General	Please refer Corrigendum & revised tender.
26	Bid Notice/Tender Fee/ Bid Security/EMD	1		Being a Central PSU, we request you to waive off Tender fees and EMD for us.	General	As per tender
27	Calender of Events	1	Date and time of submission of Bids	It is requested to extend the date of submission of Bids to 20.02.2020 as we will need some time to get feasibility, clearance of commercial and making EMD/documents and further submission.	General	As per tender
28	E. Scope of Work	15	E.1 Brief Scope	Please specify for all locations where wired and wireless connectivity will be required.	General	Addresses are provided in tender (Annexure-III).
29	E. Scope of Work	16	E.3 Point No. 7 under Specifications for General scope	Please provide the exact address of location, the commercial will be subjective to feasibility.	General	Addresses are provided in tender (Annexure-III).

30	E. Scope of Work	17	E.3 Point No. 15 under Specifications for General scope	Please provide QoS breakup and also QoS is not possible on P2P links.	Technical	QoS breakup will be provided to Successful bidder. QoS has to be done as per tender requirement.
31	H	37	Quantity Variation	Commissioning of link in new location will be on the basis of feasibility. Clause of 1 month timeline cannot be accepted.	General	Please refer Corrigendum & revised Tender.
32	K. Service Level Agreement	39	Table 1: Service level Chart	SLA committed will be 99.5% for wired medium and 98.5% for wireless medium due to technical limitation of wireless medium. Latency of 30 ms cannot be committed for ILL links as the Internet link uses Public cloud	Technical	Please refer Corrigendum & revised Tender.
33	T. Submission and Opening of Bids	56	T.1 General Guidelines	Please confirm the EMD amount	General	Please refer Corrigendum & revised tender.

34				But there is point where it is mentioned that turnover of the company should be 60 crore and more for last three .Please advise whether it can be relaxed to 35 crore for the last three years .	Qualifying Crieteria	As per Tender
35	C. ELIGIBILITY / QUALIFYING CRITERIA	15	3. Bidder except in case of Govt.Organizations/PSU's should have a positive net worth & should be profitable at least once in any of the last three audited financial years.	VIL would request that MSEDCL to consider only net worth/ turnover of the bidder or considere last five years audited financial years for profitability.	Qualifying Crieteria	Please refer Corrigendum & revised Tender.
36	D. MANDATORY TECHNICAL REQUIREMENTS	17	11. Bidder shall provide its bidder's portal/interface to MSEDCL for managing all the Internet and Point to Point Leased lines under scope. Bidder's portal/interface should be capable of providing Uptime Report, Downtime Report, Link Availability Report, Latency Report, Call/fault Log Report, etc.	Internet Leased line : VIL will provide WSC portal to view the performance of Internet leased line. Portal can provide information on Uptime Report, Downtime Report, Link Availability Report, Call/fault Log Report. Latency Report will not be available in portal. Please share the Router Make and Model for NMS configuration. Point to Point (NPLC) Any kind of reporting is not possible in terms of NPLC(P2P). Only call / fault log report is possible.	Mandatory Technical Requirement	Please refer Corrigendum & revised Tender.

37	E.3. SPECIFICATIONS FOR GENERAL SCOPE	20	Bidder shall provide Quality of Services (Data, Voice & Video) on Point to Point and Internet Links under the scope of tender & as per MSEDCL requirements. scope of tender & as per MSEDCL requirements.	QOS not applicable for P2P & Internet.	Technical	As per requirements of tender.
38	16. Contract Performance Security / Security Deposit	28	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 120 days after completion of Contract period	VIL will provide contract performance guarantee of 10% of total contract price for one year and it will be renewed every year till completion of contract period	General	As per Tender.
39	Table 1: Service Level Chart	42	Network Availability Minimum of 99.5% uptime measured on a monthly basis.	VIL will provide 99.5% Network Availability for all links delivered on fibre and 98.5% Network Availability for all links delivered on UBR.	Technical	Please refer Corrigendum & revised Tender.
40	Table 1: Service Level Chart	42	Last Mile Network Quality: Latency < 30 ms	VIL comply with the Latency < 30 ms for P2P Links. For Internet connectivity, Domestic Latency (PoP to PoP) will be <=80 ms.	Technical	As per Tender.

41	D. MANDATORY TECHNICAL REQUIREMENTS	16	The Network Bandwidth Service Provider shall provide Last Mile connectivity of Point to Point & Internet Leased Line on as per Annexure IV – Price Bid up to MSEDCL’s premises for the locations under the scope of the tender.	As we understand, VIL scope of work is to provide P2P & Internet leased line up to the sever room of respective locations. VIL demark will be up to VIL equipment. MSEDCL to manage their own network equipment (LAN , server, switch etc).	Mandatory Technical Requirement	As per Tender. Bidder shall provide Ethernet output upto MSEDCL network equipment.
42	E. SCOPE OF WORK	18	d. Bidder shall have to manage links up to MSEDCL Premises.	VIL will only manage Internet leased Links.	General	As per Tender. Bidder shall have to manage ILL as well P2P links. The end point devices (if owned by MSEDCL) will be managed by MSEDCL.
43	D. MANDATORY TECHNICAL REQUIREMENTS	16	The leased line / internet links provided by Network Bandwidth 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.	Please provide the bandwidth upgrade projection (within the contract period) for each locations so that we can provision bandwidth accordingly.	Mandatory Technical Requirement	As per Tender. Projection is given in the clause.
44	E.4. IPV4 TO IPV6 MIGRATION	20	The Service Provider shall upgrade the entire network to IPv6. The bidder shall ensure that there is interoperability between IPv4 and IPv6.	Please confirm if MSEDCL dual stack IP schema from day 1. VIL network is compitable	Technical	As per Tender

45	E.3. SPECIFICATIONS FOR GENERAL SCOPE	19	Bidder should commission each new leased line (as per Quantity Variation Clause) within 60 days from the date of written request from MSEDCL.	I hope 60 days is applicable for all locations given on page no. 18 (E.1. BRIEF SCOPE)	General	As per Tender. The linkwise timelines are mentioned in brief scope. The referred clause is for new links.
46	E.3. SPECIFICATIONS FOR GENERAL SCOPE	19	In case of office shifting the Service Provider should shift the links within 60 days from the date of written request from MSEDCL.	VIL has to do feasibility of the new location and submit to MSCDCL. Any additional cost	General	As per Tender. OTC will be paid as per Clause I. Payment Terms and Price Bid.
47	E.3. SPECIFICATIONS FOR GENERAL SCOPE	20	Bidder shall provide Managed Services for Management of the link up to MSEDCL Office (Location) Premises.	Applicable only for Internet Lease line links.	General	As per Tender.
48	D. MANDATORY TECHNICAL REQUIREMENTS	17	13. Bidders who has already commissioned MPLS or point to point or internet leased lines at locations under tender scope, shall ensure that the proposed (under the tender scope) point to point or internet leased line at same locations shall be from different network path such that both links shall not be down at the same time. 3. Example : If service provider "sp1" has already provided leased line at corporate office or proposing multiple leased lines at corporate office then one of the proposed leased line terminating at corporate office shall be from different	VIL will provide connectivity with Backhaul in ring and VIL will maintain the SLA of link.	Mandatory Technical Requirement	As per Tender.

			network path.			
49	E.1.b	18	Bidder must provide at least 4 no. of IPv4 Public IP addresses for each Internet Leased line.	IP 4 require for LAN side or WAN side, Is seprate IP require for LAN and WAN side	Technical	4 nos. of Static IPv4 Public IP address for each ILL. Please refer Corrigendum & revised Tender.
50	E.1.e	18	Bidder shall provide its bidder's portal/interface to MSEDCL for managing all the Internet and Point to Point Leased lines under scope.	As P2P links are working on L2 transport media it will not monitor from service provider NOC	Mandatory Technical Requirement	Please refer Corrigendum & revised Tender.
51	E.1.e	19	Bidder's portal/interface should be capable of providing Uptime Report, Downtime Report, Link Availability Report, Latency Report, Call/fault Log Report, etc.	Airtel will provide portal for ticket loggin, customer can extract report of ticket from same. For internet link we can proactive monitor link which will terminate on MSEDCL Cisco router	Mandatory Technical Requirement	Please refer Corrigendum & revised Tender.
52	E.1.a	18	PrakashGad, Bandra to PrakashGanga, BKC (primary and secondary P2P link)	We recomanded secondary link from different service provider, request secnadry link order seprately	General	As per Tender
53	E.4.	20	The Service Provider shall upgrade the entire network to IPv6. The bidder shall ensure that there is interoperability between IPv4 and IPv6.	Is IPV6 require from day one	Technical	As per Tender

54	Table 1: Service Level Chart	42	Point to Point , Internet connectivity Operation & Management 99.5 %	Request you change uptime for wired fiber media 99.5% for copper media 99% and Wireless 98.5%	Technical	Please refer Corrigendum & revised Tender.
55	Table 1: Service Level Chart	42	Latency < 30 ms	In internet network latency is depend upon traffic received from public destination location. For international applications traffic varies from country to country. Kindly confirm country and destination location for 30 ms latency	Technical	As per Tender
56			General	Who will provide router / device to terminate link, if MSEDCL provide router, kindly confirm make and model of device	General	Make:CISCO 7600 Series & Juniper SRX340
57	14	17	If Bidder has quoted for both Primary and Secondary link at location under tender scope, then bidder shall ensure that the proposed (under the tender scope) point to point and/or internet leased line at same locations shall be from different network path such that both links shall not be down at the same time. Bidder shall submit the Network diagram showing different path for both the links (Primary & Secondary). If Bidder fails	Need more clarity	General	If bidder quotes for both Primary & Secondary links, these links should be provided such that both the links do not get down at the same time. Please refer Corrigendum & revised Tender.

			to provide Network diagram showing different path for both the links, then Work Order for only one link (Primary or Secondary) will be given to bidder.			
58		18	QoS	As P2P network is dedicated network hence QoS is not require, it can be configure on MSEDCL end device (Router), airtel network is compatible to transmit packet. Internet link are working on public cloud hence QoS will not work on internet link	Technical	As per Tender
59		4	Bid Security / EMD	Kinldy confirm exact amount of EMD, its showing two different amounts in RFP	General	Please refer Corrigendum & revised Tender.
60			Evaluation criteria	Request you evaluate bidder depend upon total number of feasible links and cost. Keep L1 and L2 bidder to avoid coordination with multiple service provider	General	As per Tender