

S. No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Change in RFP	Changed Clause/Comments
1	12	3 Project Profile	The connectivity (MPLS/P2P/ILL) shall be provided to Government offices and shall be integrated with RajSWAN network. Also the active and passive component of networking shall be deployed in Government premises.	The connectivity should be integrated to RAJNET or RAJSWAN network , please clarify as both are having different architectures. Also, the tender subject says RAJNET network and not RAJSWAN. Please amend as per the relevant existing connectivity type i.e MPLS for RAJNET and P2P for RAJSWAN	Please refer final RFP	The connectivity (MPLS/P2P/ILL) shall be provided to Government offices and shall be integrated with RajNET/RSDC network. Also the active and passive component of networking shall be deployed in Government premises.
2	13	4 PRE-QUALIFICATION / ELIGIBILITY CRITERIA -	The bidder should have: a) A valid UL-Internet Service-Category-A and NLD Licenses for Rajasthan Telecom Circle duly issued by DoT. b) Network management center with DR facility, at different locations in India. c) NBSB must have successfully completed Projects of providing network bandwidth services with minimum 1500 links successfully delivered with completion certificate, in Maximum 2 projects during the period of 01/04/2017 to 31/03/2023.	The large projects with more than 1500 links are of minimum 5 + 2 years. Request you to please amend the period from 01/04/2017 to 31/03/2023 to 01/04/2015 to 31/03/2023 . Also, Please ask for the own fiber backbone and MPLS POP presence criteria in the bid .	Please refer final RFP	The bidder should have: a) A valid UL-Internet Service-Category-A and NLD Licenses for Rajasthan Telecom Circle duly issued by DoT. b) Network management center with DR facility, at different locations in India. c) SP/Bidder must have successfully completed Projects of providing network bandwidth services with minimum 1500 links successfully delivered with completion certificate, in Maximum 2 projects during the period of 01/04/2015 to 31/03/2023. d) SP/Bidder must be feasible (through P2P/MPLS L2VPN) on at least 50% existing P2P links (Please refer annexure-17 for existing P2P links). (For Point b & Point d self-declaration need to submitted by bidder)
3	15	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity.	The broad scope of work for the BIDDER/SP during the period of contract/ engagement includes commissioning & maintenance of connectivity (MPLS, P2P and Internet Lease Line) provided at various government premises located anywhere in the State of Rajasthan. The bidder has to provide MPLS connectivity from Government premise to RSDC, Jaipur. The MPLS topology will be HUB and SPOKE where HUB is RSDC Jaipur and SPOKE locations are various Government offices across the state.	Please provide the addresses of Government premises which might require higher bandwidth as getting permission for fibre laying and the cost of it varies from city to city.	As per draft RFP	
4	15	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A.	The bidder shall be required to extend FE connectivity to RISL router using LAN cable.	Pls confirm avg. distance between POE & Router for cable length. The distance of > 80 Meters will create loss of signals will not become technically feasible.	As per draft RFP	

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		Rate Contract of MPLS, P2P and Internet Lease Line connectivity.				
5	15	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity.	The orders may be placed in a phased manner i.e. RRC mode.	Pls provide clarity on phased manner. What will be the minimum lot size.	As per draft RFP	
6	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 1. Pre-implementation (a)	RISL shall provide the list of sites to be connected to bidder/SPs. Bidder/SPs shall perform Site-survey of all the ordered locations for feasibility. The Bidder/SPs shall intimate feasible links within specified timelines. If no intimation is provided by bidder/SPs within specified days, it shall be deemed that the site(s)are feasible to the bidder/SP.	RISL should provide access letter to the site location to the Bidder/SP team along with the list of sites for feasibilities. If Bidder/SP are unable to submit the feasibility due to access issues at the location and if these sites got deemed feasible, Bidder /SP will not pay penalties due to non feasibilities of such sites later on - RISL needs to first provide the access letter and concerned SPOC to contact in department and then start considering the timelines for feasibilities in that case.	As per draft RFP	
7	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 1. Pre-implementation ©	If the bidder fails to provide the connectivity after submitting feasibility, a penalty, as per the provisions contained in the RFP, shall be imposed on per site basis.	The reason for non delivery should not be attributed to NBSP if the Government body changes the location of the office during the Implementation stage or other stages , denies the pole/mast permission or proper Space and Power is not available within the given time duration of executing the work order. No penalty should be applicable if the reason are attributed to the Government office.	As per draft RFP	
8	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 1.	The requisite space & 5A AC power for installing the equipment at the designated locations shall be provided by respective state government office/RISL.	Along with the 5A AC Power , UPS power should be available 24X7 for the MPLS Connectivity with atleast 2 Hrs Power Backup. If power fails and the links goes down , it should not be attributed to NBSP.	As per draft RFP	

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		Pre-implementation (d)				
9	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 1. Pre-implementation (e)	Bidder/SP, in consultation with the nodal officer of the respective location, shall ensure proper positioning and electric earthing at each designated project location wherever required, before setting up tower/Mast/network CPE equipments, if any. However, the existing earth at respective location can also be utilized for the indoor equipment ONLY with proper permission from department/RISL.	We understand this clause is related to earthing for RF mast, pls confirm. In building earthing for equipments from power source will be arranged by RISL. Pls confirm	As per draft RFP	
10	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation (a)	a) Bidder/SP shall establish an end-to-end secure dedicated MPLS connectivity (Wired/ Wireless)/Point to Point (P2P) with requisite bandwidth without any compression from respective office to SHQ/DHQ/BHQ (As per directions of RISL).The links offered should be through un-contention media i.e. bandwidth should be uncompressed and not shared.	What is secure MPLS, pls clarify.	As per draft RFP	
11	16	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation (c)	The last mile connectivity at SHQ shall be provided only on fiber and the last mile connectivity end-office location may be provided either on Wired / Wireless media. No charges shall be paid for aggregated bandwidth at SHQ.	Kindly clarify why is it asked Free of Cost. The NBSP needs to invest a lot for the Backhaul , please make the Aggregated Bandwidth also chargeable.	Please refer final RFP	The last mile connectivity at SHQ shall be provided only on fiber and the last mile connectivity end-office location may be provided either on Wired / Wireless media. In case bandwidth is more than or equal to 500MB, than the last mile connectivity end-office location shall be provided on Fiber. No charges shall be paid for aggregated bandwidth at SHQ.
12	17	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line	In case of order for Bandwidth upgradation, the upgradation should be provided in the same link at end office, Bandwidth should be increased on the same port. No additional/separate link/port shall be permitted for upgradation.	Please provide the timeline for feasibility for the upgrade. Also, upgradation is subject to BW availability & existing Hardware compatibility. There is a possibility that the site might become not feasible for the existing NBSP. The SI/bidder should get it changed with another NBSP without any penalty to existing NBSP . Please amend accordingly.	As per draft RFP	

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		connectivity. 2. - implementation (e)				
13	17	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation (l)	The Bandwidth provided should be transparent to Video, Audio, Data and IP address i.e. it should be possible for RISL/DoITC to implement QoS and utilize allocated IP Range.	QOS has to be configure on the SP devices as well, pls share the break up for QOS like bw reserved for voice, video, data and same will be configured at the SP end	As per draft RFP	Same shall be communicated to bidder/SP at the time of implementation
14	17	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation (o)	Any other activity to keep the solution/ set-up functional to its full capacity shall be the responsibility of the bidder/SP.	Other Activity is a broad term, Pls elaborate on other acitivity ?	As per draft RFP	
15	18	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning (c)	RISL shall carry out the UAT of established links in the previous month subject to a lot size of minimum 70% links i.e. Go-Live shall be given in a lot. Since there may be possibility of some links failing in UAT, the bidder is advised to offer more number of links for UAT. No more than three lots shall be accepted for UAT for each PO..	There is a duplication of effort once the link is detected in NMS and UAT is done by TPA team. The duration between these two activities is huge and there is a possibility of link getting down in NMS during this period. Since All the necessary test required for UAT are conducted during the link delivery for its detection in NMS, we request to freeze NMS detection date as date of GO LIVE. This will help the NBSP to monitor the link properly and hand it over to its Service Assurance team. Also, please reduce the lot size to 50% links instead of 70%.	Please refer final RFP	RISL shall carry out the UAT of established links in previous month, on month-on-month basis subject to submission from 1st day to 5th day of that particular month i.e. Go-Live shall be given on monthly basis for all the POs for each Bidder/SP.
16	18	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and	Bidder shall be required to acquire an acknowledgement letter of establishment of connectivity from the end-office location.The established connectivity must be detected in RISL NOC.	There is a duplication of effort once the link is detected in NMS and UAT is done by TPA team. The duration between these two activities is huge and there is a possibility of link getting down in NMS during this period. Since All the necessary test required for UAT are conducted during the link	Please refer final RFP	The established connectivity must be detected in RISL NOC.

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		Internet Lease Line connectivity. 3. Testing & Commissioning (d)		delivery for its detection in NMS, we request to freeze NMS detection date as date of GO LIVE. This will help the NBSP to monitor the link properly and hand it over to its Service Assurance team.		
17	18	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning (e) A , B	<p>For MPLS Links</p> <p>i. Latency (Round-trip): The average round trip delay for 1000 diagnostic packets of 100 bytes each between respective end offices should be less than 60 milliseconds.</p> <p>ii. Packet Loss: Packet loss for 1000 diagnostic packets of 100 bytes each to transit from end office to DHQ/SHQ equipment should be < 3%. Three such consecutive tests shall be performed with a time interval of 5 min each to verify the packet loss/ drop percentage in each link.</p> <p>iii. Load Test: A file transfer test between respective end offices using FTP may be done to verify the effective bandwidth/ throughput, if felt necessary by RISL B.</p> <p>For P2P Links</p> <p>i. Latency (Round-trip): The average round trip delay for 1000 diagnostic packets of 1500 bytes each between respective end offices should be less than 40 milliseconds.</p> <p>ii. Packet Loss: Packet loss for 1000 diagnostic packets of 1500 bytes each to transit from DHQ PoP Equipment to respective Div.HQ PoP and SHQ equipment should be <1%. Three such consecutive tests shall be performed with a time interval of 5 min each to verify the packet loss/ drop percentage in each link.</p> <p>iii. Load Test: A file transfer test between respective end offices using FTP may be done to verify the effective bandwidth/ throughput, if felt necessary by RISL</p>	Request to change the latency required from less than 50ms to 80ms.Also as per Industry Standard parameter Packet loss is 5% . Load Test : AN FTP mode of testing is not very reliable to get the link tested , as it involve many parameter ie Bandwidth at FTP Server , Capacity of FTPServer , Application used for this FTP Transfer . We would like to recommend BERT testing for bandwidth/ throughput testing.	As per draft RFP	

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18	19	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning (e) C	For ILL Packetdrop <=0.05 %	It looks like a typing error. The Industry Standard is 1% , So we request to get it changed to 1%	As per draft RFP	
19	19	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning (g)	On successful AT by DoIT&C/RISL of the link, the event shall be marked as the "Date of Commissioning" of the lot.	Please consider the date of delivery as the date of link commissioning. Also, please allow to start billing of each link from the date of delivery . The acceptance date should be Bidder/SP system policy means if UAT is not carried by RISL in specific period and link get auto accepted then the same date should be eligible for billing date or there should be mutual acceptance on UAT days requirement.	As per draft RFP	
20	19	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning (h)	A period of one week shall be taken for conduct of UAT for each lot. Any delay, due to reasons assignable to the purchaser, beyond this period shall not be counted on part of SP/bidder.	Please clarify this clause. Whether it means that UAT will be done in a Weeks time. If not , will it be considered deemed acceptance from the date of submission of UAT acceptance document.	As per draft RFP	
21	20	Post-implementation: Network Management Services and FM(b)	Bidder/SP shall proactively monitor and maintain all the commissioned links for desired uptime and performance as per agreed SLA.	As the NMS belongs to RISL , proactive monitroing is not possible. The NBSP can work only on tickets attributed to NBSP and a fault ticket is open in NBSP Helpline / Portal . Please remove the clause .	As per draft RFP	

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22	20	Post-implementation: Network Management Services and FM (c)	RISL may request for discontinuation of a particular link before expiry of Project period by giving One month notice. The payment to the SP/Bidder for such discontinued link(s) shall be made on pro-rata basis upto the notified termination date or actual date of removal of the connectivity whichever is earlier.	Need More clarity on this as there should be some Minimum Timeframe for disconnect as bidder will already got their Investment done to get this link delivered . Why disconnection is required, bidder/SP would be incurring capex to connect the location. It is requested to run the link as per the contract period of 3 years.	As per draft RFP	
23	20	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Detailsof Scope of Work (SoW) - 4. Post-implementation: Network Management Services and FMS - a)	Since the tickets shall be generated using the existing HP EMS installed under RajNET, the BIDDER/SP shall ensure with the respective operator that the tickets are closed on restoration of fault. The BIDDER/SP's support should coordinate for ticket management and monitoring of Faulty/Down circuits. Any communication like phone call, email, fax etc. shall be treated as logging of fault and duration shall be counted till the link is up and operational.	Please clarify the clause. The HP EMS belongs to RISL and the NOC Management team/ Lead Bidder should book the ticket on respective NBSP Helpline. The IRT should start once the complaint is logged by the respective department on NBSP Helpline No or email id and a fault ticket is generated . The NBSP shall not book any complaint on behalf of RISL and the respective department and should not be liable for any penalty during this duration.	Please refer final RFP	Since the tickets shall be generated using the existing EMS/NMS installed under RajNET, the BIDDER/SP shall ensure with the respective operator that the tickets are closed on restoration of fault. The BIDDER/SP's support should coordinate for ticket management and monitoring of Faulty/Down circuits. Any communication like phone call, email, fax etc. shall be treated as logging of fault and duration shall be counted till the link is up and operational.
24	20	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Detailsof Scope of Work (SoW) - 4. Post-implementation: Network Management Services and FMS - a)	Some Links may be required to be shifted to new location during O&M period. The Bidder/SP shall be required to uninstall, pack, shift, unpack, re-install and configure at new site location during contract period without any additional cost to the Purchaser, RISL will provide the required time to lay OFC to concern bidder/SP in such shifting cases.Such links will not be more than 1% of order given during contract period	The NSBP should be allowed to do the feasibility of the new location . If the site is found not feasible , no penalty should be imposed on NBSP. The NBSP should not be penalised if the link is not working due to shifting issue or the department is not using the link at initial delivered location.	As per draft RFP	
25	20	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Details of Scope of Work (SoW) - 4. Post-implementation:	Bidder/SP shall proactively monitor and maintain all the commissioned links for desired uptime and performance as per agreed SLA.	As the NMS belongs to RISL , proactive monitoring is not possible. The NBSP can work only on tickets attributed to NBSP and a fault ticket is open in NBSP Helpline / Portal . Please remove the clause .	As per draft RFP	

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		Network Management Services and FMS - b)				
26	20	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Details of Scope of Work (SoW) - 4. Post-implementation: Network Management Services and FMS - c)	RISL may request for discontinuation of a particular link before expiry of Project period by giving One month notice. The payment to the SP/Bidder for such discontinued link(s) shall be made on pro-rata basis upto the notified termination date or actual date of removal of the connectivity whichever is earlier.	One month notice is too short as we have made investments in delivering the link. Please make the lock in period atleast one year.	As per draft RFP	
27	20	B. Shifting of site equipments and connectivity under RajNET/ RajSWAN:	The successful bidder/SP may be required to relocate the equipment from one location to another depending on the requirements of GOR/RISL which also include all existing site/office available on RAJSWAN/RajNET network. When an office is shifted from one place to another, the type of connectivity may or may not change. If there is no change in the type of connectivity, the same equipment shall be used for the connectivity and the bidder shall do the necessary cabling & Earthing at new locations.	Request you to amend this clause. Shifting is as good as a new link delivery. Instead of shifting RISL should place a new order for the link and pay for the pro data rate for the terminated link.	As per draft RFP	
28	23	Project Milestones, Deliverables& Timelines	Lot Size & Commmissioning Timelines Table:-	The industry standard for even a single link commissioning is 4 weeks . Please provide timeline of a minimum 4 weeks even for less than 10 links with/ without equipments. The NBSP will not be in a position to deliver the link without equipment (Router, Power, UPS , radio / tower installation etc). Also, for more than 200 Links, please provide 6 weeks for feasibility and 15 weeks for delivery.	As per draft RFP	

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29	23	Payment Terms	Note:The payment process for the work order shall be start after issuing of Go-live date of last lot. However, payable amount of links shall be effective from Go-live date of Links.	The payment of respective links should be released once its GO LIVE letter is received even for first lot of links and it should not be related to complete WO/lot size. Please amend the clause.	As per draft RFP	
30	23	5.2 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.2 Project Milestones, Deliverables& Timelines - Note:- a)	RISL is working as a Pure Agent and executing the projects on behalf of Government of Rajsthan. All the invoices should be raised in the name of department for which goods and services will be taken. The name for which billing will be done, shall be intimated by RISL	Who will place the WO to NBSP . If it is RISL /DOITC, the invoices would be in the name of RISL/DOITC and the payment responsibility lies with RISL / DOITC. It is not possible to bill in the name of department. Please amend the clause.	As per draft RFP	
31	23	5.2 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.2 Project Milestones, Deliverables& Timelines -c)	The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.	Please clarify what all documents are required to be submitted for payment processing.	As per draft RFP	
32	23	5.2 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.2 Project Milestones, Deliverables& Timelines -d)	Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder.	Please add a late payment penalty clause like we have LD clause for delivery. If the department fails to pay within 60 days , NBSP.shall get the full payment without the SLA penalty.	As per draft RFP	
33	35	25) Right to Vary Quantities	If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.b) The rates quoted by the bidder shall be valid for two years from the date of agreement and purchaser may place	It is suggested that any alterations made by RISL in the Scope of Work shall be deemed acceptable to the extent such alteration does not invoke unreasonable costs that render Bidder/SP to fulfil the obligations to a nullity or is beyond the capacity of Bidder/SP where such capacity is due to Licenses and permissions granted to Bidder/SP restricted and regulated by Governmental Agencies. It needs to be informed to RISL that in case of such unreasonable alterations,	As per draft RFP	

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			<p>purchase orders during this period.c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; andii. 50% of the value of goods or services of the original contract.iii. Such orders shall not be given for a period exceeding one month from the date of expiry of last supply* (delivery) made and also subject to the condition that price have since not reduced and purchase were not made on urgent basis.*Last supply mean supply made under clause (b) above.</p>	<p>Bidder/SP shall not indemnify the RISL or be liable for any deficiency in Services. It is also suggested that any modification in the contract document shall be in writing with mutual consent of both parties and RISL alone cannot have this right alone by itself. Such amendment shall be after due negotiation between the parties to be recorded in writing and made part of the contract. Repeat Orders shall be subject to negotiations and parties shall arrive at mutually decided rates and not at the arbitrary rates provided herein.</p>		
34	36	Additional Performance Security	<p>In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee</p>	<p>Please clarify this clause with an illustration.</p>	<p>Please refer final RFP</p>	<p>Removed the clause.</p>
35	37	Section 31	<p>Code of Integrity</p>	<p>We suggest that as a company we have strong Anti-Bribery and Ethical Code of Conduct and all our employees strongly abide by them. We do not indulge in the instances enumerated that may cause any conflict</p>	<p>As per draft RFP</p>	

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36	42	General Terms and Conditions Section 7 - Governing Law	Governing Law The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise Bidder/SPecified in the contract.	The Contract 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 would require the application of the laws of any other jurisdiction. Each Party irrevocably shall submit to the exclusive jurisdiction of the courts that we recommend should be neutral venue for both parties over any dispute, controversy or claim (including any question regarding its existence, validity or termination) arising under or in connection with the Agreement Contract.	As per draft RFP	
37	45	12. Contract Price	b. Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.	Does this means that the price quoted in this tender will be applicable for all other existing contracts of SP , Please clarify. These rates should be for any further contract and not applicable for existing contracts. Pls clarify	As per draft RFP	
38	46	Section 17 Sub-Contracting,	a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.	Can we include the line 'which consent shall not be unreasonably withheld by Purchaser'; since we do not want to be liable for delay in performing our obligation under the tender due to delay in permission from Purchaser. There are various vendor involovment as a party of delivery of link and this has to be agreed by department.	As per draft RFP	
39	47	Section 22 Inspection	The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/ machineries during manufacturing process or afterwards as may be decided. b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the	It is suggested that such inspection and audit shall be conducted only during normal business hours upon notice Specifying the day/date. Such audit or inspection shall be conducted to the extent of permissibility and non-violation of Service Provider's applicable laws and regulations. Also, it shall be incumbent to share the details of such independent auditors before allowing the latter to enter into the service locations under the License where the network architecture setup is established by the Service Provider. It is also recommended to have this provision validated with the regulatory team, since there are certain restriction in our license condition on regarding audit being conducted on the premises.	As per draft RFP	

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			<p>purpose.c) After successful inspection, it will be suppliers/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification</p>			
40	49	28) Liquidated Damages	<p>Liquidated Damages (LD)a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of which the bidder has failed to supply/commence services:- delay up to one fourth period of the prescribed delivery period: 2.5%· delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%· delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%· delay exceeding three fourth of the prescribed period: 10%b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.c) The maximum amount of liquidated damages shall be 10% of the contract value.d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of</p>	<p>It is suggested that the additional services provided by the Service Provider post termination and during the transition period shall come with a cost borne by the RISL and any penalty or liquidated damages sought shall not be in addition to termination rights and shall be negotiated with Service Credits proposed by the Service Provider. Also, the liquidated damages induced from the breach of the obligations by the Service Provider shall not be set off or adjusted against the payment of invoices rather such dispute claim be referred to the dispute resolution process and the award of the same shall be final and binding upon the both the parties. It is suggested that the provision of termination for convenience be allowed only with a provision of a lock-in period and exit charges. Termination for convenience within the lock-in period shall levy exit charges payable by the RISL to Service Provider in order to compensate for the loss made by the Service Provider on account of investment under the Contract. It is suggested that failure or defect for non-readiness of the bandwidth links or to meet SLA Compliance or delay in Delivery of Services and delay beyond the delivery schedule, a proper mechanism should be in place mutually agreed between the parties to detect the causation of such defect and its attribution. Under it, the Bidder/SP should be first notified of such defect and then given reasonable time to remedy such failure/ delay post prior notice for such delay/failure by RISL to the Bidder/SP.</p>	As per draft RFP	

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			<p>hindrances beyond the control of the bidder.f) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.</p>	<p>Also, the clause fails to address the concern when the delay is due to force majeure event or for the reasons attributable to RISL. The Service Provider cannot be held liable for penalty in case the delay is due to force majeure event or reasons attributable to RISL. The Penalty for non-readiness of the bandwidth links or to meet SLA Compliance or delay in Delivery of Services and delay beyond the delivery schedule. RISL having the right to terminate the contract with no payment of rental amount is unfair and arbitrary. The period for equipment replacement should be reasonable and should suffice the replacement of defected equipment in proper time. It is suggested that RISL shall pre-inform the Service Provider or mutually agree to a pre-decided day/date for conducting the test during the peak hours in a given month. The Service Provider shall only agree to the penalty if such failure to the expected operating requirements is attributable to the Service Provider. No Cumulative penalty shall be levied or adjusted against the payment to Service Provider. We do not agree to it since it shall be a cost burden to us in addition to the other penalties. We suggest no such set off should be made.</p>		
41	50	Section 31 Patent Indemnity	<p>The supplier/ selected Bidder/SP shall, subject to the RISL's compliance with sub-clause (b) below, indemnify and hold harmless the RISL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the RISL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.</p>	<p>Can we have a mutual clause, wherein RISL would need to indemnify the bidder from the third party claim on Intellectual Property Rights matter that may be related to compliance by RISL.</p>	As per draft RFP	

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42	51	Section 32 Limitation of Liability	b. The aggregate liability of the supplier/ selected Bidder/SP to the RISL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected Bidder/SP to indemnify the RISL with reBidder/SPect to patent infringement.	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.	As per draft RFP	
43	51	Section 33 Force Majeure	d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.	Due to a Force Majeure event, the right to terminate the contract should be on the party non-affected by the Force Majeure Event and shouldn't be made either party. Requesting relook into the said clause	As per draft RFP	
44	51	7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 34. Change Orders and Contract Amendments	b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.	This should be subject to feasibility submitted by the NBSP and cost to be beared by department as one time cost. This should be mutually agreed as there is high risk of PSD forfeiture. Please amend this rule.	As per draft RFP	
45	52	35. Termination a) Termination for Default i	The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in par	We need to enforce strict contract lock in unless due to performance issues. Please amend this. A lot of investment to be made by NBSP for delivering the link. We need to enforce strict contract lock in unless due to performance issues.	As per draft RFP	

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46	52	35. Termination a) Termination for Default ii.	If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.	Kindly clarify the meaning of this clause. A reasonable time and representation chance should be given the NBSP.	As per draft RFP	
47	52	35 Termination c) Termination for Convenience	ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.	The compensation would need to be as per actual and cannot be based on merits of case depending on Purchaser. All cost and expenses incurred by bidder needs to be paid forth by Purchaser / Tendering Authority	As per draft RFP	
48	52	Section 36 Exit Management	Entire Clause.	<p>It is suggested that the additional services provided by the Service Provider post termination and during the transition period shall come with a cost borne by the RISL and any penalty or liquidated damages sought shall not be in addition to termination rights and shall be negotiated with Service Credits proposed by the Service Provider. Also, the penalty induced from the breach of the obligations by the Service Provider shall not be set off or adjusted against the payment of invoices rather such dispute claim be referred to the dispute resolution process and the award of the same shall be final and binding upon the both the parties. It is suggested that the provision of termination for convenience be allowed only with a provision of a lock-in period and exit charges. Termination for convenience within the lock-in period shall levy exit charges payable by the RISL to Service Provider in order to compensate for the loss made by the Service Provider on account of investment under the Contract. Transition Plan- Bidder/SP Business Teams to confirm the commercials involved in the transition plan and their feasibility[Transfer of Configuration Management Database, Transfer of Assets, Transfer of Software Licenses, Transfer of Software;</p> <p>Transfer of Documentation, Transfer of Service Management Process, Transfer of Knowledge Base, Transfer of Service Structure, Transfer of Data, Training Services on Transfer, Transfer Support Activities] within 6 (six) months prior to expiry or within 2 (two) week of notice of termination of Agreement. Our suggestions involve with regard to</p>	As per draft RFP	

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				the notice period being short. The Service Provider should be given reasonable time and this should be calculated basis mutual discussions between both the RISL and Service Provider to enable optimum results out of the transition plan. Any Additional costs and other numeric expenses should be sorted out before completion of transition period with proper handover mechanisms ogverning the ebtire tranition plan. Hence it is suggested that ebough room for negotiabiltiy should be prsented between the RISL and Service Provider for any transiton Services.		
49	55	Section 37 Settlement of disputes	ArbitrationAny disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the reBidder/SPective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be Jaipur or any suitable place agreed by all parties. The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.	It is suggested that the parties should resolve their disputes by courts directly rather than going for arbitration proceeding in the second stage of any commercial contracts dispute, on the reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order.	As per draft RFP	
50	56	8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT - 1. Service Level Standards/ Requirements/ Agreement: SLA for MPLS	2. SLA Matrix: Initial Response Time (IRT) to rectify and restore the services will be calculated from the time of detection of non-availability of services either through HDMS/ NMS/ or registration of complaints at Help Desk/Service Window or any other mechanism adopted under the project (by DoITC/RISL), whichever is earlier.	Please clarify the clause. The IRT should start once the complaint is logged by the respective department on NBSP Helpline No or email id. The NBSP shall not book any complaint on behalf of the respective department. IRT to rectify will start once the ticket is logged at the SP helpdesk only as SP will not have any visibility of HDMS/NMS/CPE installed and controlled by RISL. Request to please amend accordingly.	As per draft RFP	

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		Connectivity:				
51	57	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 3. Service Level Requirement for each link	Service Level Requirement for each link:The BIDDER/SP has to maintain thenetwork uptime at each of the locations as per the table given below:	Request RISL/ DoIT&C to Consider 98% Uptime for P2P & ILL in the same line as of MPLS.Need to amend the clause Can be applicable for locations with Local contact available 24 hours & access availability. Most of the locations gets closed after working hours and access is an issue to resolve the trouble ticket in non-prime hours.	As per draft RFP	
52	57	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 4. Uptime and SLA exclusion time calculation shall be done as below:	2)In addition to IRT, following shall be excluded from fault duration (SLA Exclusion time): i. Unavailability of circuit due to power failure at purchaser end.	In case of power outage, SP will not have any visibility and control to prove that site was down due to power outage. Please clarify, how same is going to be attributed in NMS. SP will not be able to provide any report or sign-off pertaining to power outage at remote location.	As per draft RFP	
53	57	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 4. Uptime and SLA exclusion time calculation shall be done as below:	2)In addition to IRT, following shall be excluded from fault duration (SLA Exclusion time): i. Unavailability of circuit due to power failure at purchaser end.	Please clarify how will RISL / DOITC establish the fact that the power failure is at purchaser end.	As per draft RFP	
54	58	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6. Penalty for non-achievement of Service Level Requirements:	For MPLS Links :	We understand that time is of the essence and it shall verily be vital for the link restoration by NBSP. Penalty attributed to Docket book tickets on NBSP will only be considered for penalty calculation. For rest of the tickets due to customer , access, infrastructure etc NBSP should not penalized. It is suggested that upon such default, the service provider should be given reasonable time to remedy such failure/ delay post prior notice for such delay/failure by the RISL to the vedor. The penalty should be imposed only after vendor fails to rectify the default after to failing to remedy such default. Also the clause fails to address the concern when the default is due to force majeure	As per draft RFP	

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				event or for the reasons attributable to The RISL. The Selected Bidder cannot be held liable for penalty in case the default is due to force majeure event or reasons attributable to RISL. We recommend that for Penalty calculation at SHQ instead of throughput Uptime should be measured. Please confirm 20% ceiling is applicable to this as well as.		
55	59	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6. Penalty for non-achievement of Service Level Requirements:	Penalty for non-achievement of Latency for P2P connectivity shall be deducted as below:	As P2P is L1 Links Provided By NBSP and NBSP cannot monitor L1 Circuit Latency, So request you to keep this Clause to an Industry Standard practice of Min 80ms without Penalty. Please apply the ceiling penalty clause in penalty calculation for P2P and ILL.	As per draft RFP	
56	60	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7. Penalty for non-commissioning of links:	If a SP/Bidder fails to commission the link after declaring the site feasibility within the stipulated time period provided in the work-order issued by RISL, a penalty of 100% of the link rental of a year of the link, shall be deducted from the payable amount to SP/bidder for commissioned links. Such links shall be offered to other SP/Bidder for commissioning. Note: The penalty shall be calculated separately for Prime Hours and Non-Prime Hours and for each parameter defined above, on a quarterly basis. Penalty imposed shall be sum of both (i.e. Prime Hours and Non-Prime Hours). However, for any given link, penalty shall not exceed 100% of Quarterly equated instalments (i.e. rental) for that link.	The cause of failure of delivering should not be attributed to RISL or the concerned department. Also, a penalty of 100% of the link rental of a year of the link is very high and not an industry practice. Please make it as one Qtr rental.	As per draft RFP	
57	18	3.c	RISL shall carry out the UAT of established links in the previous month subject to a lot size of minimum 70% links i.e. Go-Live shall be given in a lot. Since there may be possibility of some links failing in UAT, the bidder is advised to offer more number of links for UAT. No more than three lots shall	we request RISL to provide Site wise acceptance instead of go live of 70%.	Please refer final RFP	RISL shall carry out the UAT of established links in previous month, on month-on-month basis subject to submission from 1st day to 5th day of that particular month i.e. Go-Live shall be given on monthly basis for all the POs for each Bidder/SP.

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			be accepted for UAT for each PO.			
58	18,19	A,B,C	For MPLS Links- latency <= 60 ms For P2P Links-lateny <= 40 ms For ILL links- latency <= 50 ms	we request RISL to cosider blow para meter for latncey instead of parameter given in RFP. For MPLS Links- latency <= 150 ms For P2P Links-lateny <= 80 ms For ILL links- latency <= 100 ms	As per draft RFP	
59	23	Lot Size and Commissioning timelines	Lot Size and Commissioning timelines Number of Links Link Feasibility timeline Link Commissioningtimeline (Excluding UAT period) Upto 10 Links 1 Week 1 Week For more than 10 Links and Upto 50 Links 2 Week 4 Week More than 50 Links and upto200 Links 3 Week 8 Week More than 200 Links 3 Week 12 Week	We request RISL to confrim the below time line instead of given time line given in RFP for this clause Lot Size and Commissioning timelines Number of Links Link Feasibility timeline Link Commissioningtimeline (Excluding UAT period) Upto 10 Links 2 Week 2 Week For more than 10 Links and Upto 50 Links 4 Week 6 Week More than 50 Links and upto200 Links 6 Week 10 Week More than 200 Links 6 Week 14 Week	As per draft RFP	
60	50	30	Warranty	We request RISL to consider the warrenty from delivery date not from go live date.	As per draft RFP	
61	59	6	Penalty for non-achievement of Service Level Requirements:For P2P and ILL connectivity:	We request RISL to to put maximum capping of 10% of of quarterly equated instalments for that link)	As per draft RFP	
62	47	20	Insurance	Bidder assume that the insurance is only transportation period.	As per draft RFP	
63	49	28	The maximum amount of liquidated damages shall be 10% of the contract value.	We request Risl to consider the LD on undelivered items value only instead of contract value	As per draft RFP	

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64		General	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. Inbuilding internal cable routing in false ceiling and under POP wall will be in customer scope of work	As per draft RFP	
65		General	Network equipment safety	All the network equipments delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	As per draft RFP	
66		General	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	As per draft RFP	
67		General	Latency	Average latency for every 1000 test packet should not exceed 50 ms on 0% to 80% of circuit load	As per draft RFP	
68		General	Packet Loss	Packet loss would be determined on every 1000 test packets on 0% to 80% of circuit load and should not exceed more than 1%.	As per draft RFP	
69			List of locations	Request you to kindly share the complete list of locations to be connected under this RFP. This list must have following location wise: - Complete address of each location - Bandwidth desitred at each location - LAT & LONG of each location - Service required at each location - MPLS, ILL or P2P Spl. For P2P complete address & LAT and LONG for both location A & B with bandwidth	As per draft RFP	

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70	14	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES 5.1. Details of Scope of Work (SoW)	P2P	We request to put L2VPN alongwith P2P so that Jio can participate. Being a lateral entrant into telecom- we work on a latest technology available in the market. Upto 300 Mbps is feasible on UBR, post that any B/w requirement will either be catered by Ethernet or by FiberPON	Please refer final RFP	Point Added in Note section of BOM. Connectivity of P2P links may be provided through MPLS L2VPN.
71	20	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES 5.1. Details of Scope of Work (SoW)	B. Shifting of site equipments and connectivity under RajNET/ RajSWAN:	Request you to kindly remove the mentioned clause. Shifting to new location must be considered as new link only; and delivery of such location must be subject to feasibility.	As per draft RFP	
72	16	1 ©	If the bidder fails to provide the connectivity after submitting feasibility, a penalty, as per the provisions contained in the RFP, shall be imposed on per site basis.	Bidder shall not be liable for any delay attributable to the Customer, or any delay arising out of reasons beyond the reasonable control of the Bidder	As per draft RFP	
73	20	B	B. Shifting of site equipments and connectivity under RajNET/ RajSWAN: 1) The successful bidder/SP may be required to relocate the equipment from one location to another depending on the requirements of GOR/RISL which also include all existing site/office available on RAJSWAN/RajNET network	Any shifting of link shall be subject to technical and commercial feasibility of the bidder.	As per draft RFP	
74	37	29	29) Confidentiality	Request customer to make the confidentiality clause mutual, wherein both parties confidentiality is safeguarded. Request addition of the standard exclusions from the confidentiality provision: i) information available in public domain, ii) information independently developed by the other party, iii) information disclosed pursuant to ant regulatory or court instruction, direction.	As per draft RFP	

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75	43	7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 5, 8,	5) Eligible Goods and Related Services 8) Scope of Supply 19) Packing and Documents 21) Transportation 23) Samples 24) Drawl of Samples	Clause not applicable for connectivity services. Request to make it not applicable.	As per draft RFP	
76		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 9 (d)	d) Shift/change of place of Installation: The user will be free to shift/change the place of installation prior to installation within the same city /town/ district/ division. The successful/selected bidder shall physically shift equipments/ software/ components to new location and carry out installation at new location (location details will be provided by the purchaser as and when required) at no extra cost to purchaser.	Any shift/change of place of installation shall be subject to technical and commercial feasibility of the bidder. Kindly modify.	As per draft RFP	
77		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 15	15) Copyright The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.	Not applicable. No transfer of Intellectual property takes place in a connectivity services contract	As per draft RFP	
78		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 22	22) Inspection a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/ machineries during manufacturing process or afterwards as may be decided. b) The supplier/ selected bidder shall furnish	Not applicable for connectivity services. Request deletion.	As per draft RFP	

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			complete address of the premises of his factory,office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.c) After successful inspection, it will be suppliers/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.			
79		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 28	28) Liquidated Damages (LD)	Bidder shall not be liable for any delay attributable to the Customer, or any delay arising out of reasons beyond the reasonable control of the Bidder	As per draft RFP	
80		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 29	29) Authenticity of Equipment	As the contract is for provision of connectivity services, and not supply of goods, the clause is not applicable. The bidder shall for the entire duration of the contract be responsible for the operation and maintenance of the Services in accordance with the SLA agreed.	As per draft RFP	
81		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 30	30) Warranty	As the contract is for provision of connectivity services, and not supply of goods, the clause is not applicable. The bidder shall for the entire duration of the contract be responsible for the operation and maintenance of the Services in accordance with the SLA agreed.	As per draft RFP	
82		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 32 (a)	32) Limitation of Liability Except in cases of gross negligence or willful misconduct: - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated	As per Indian Contracts Act, in no shall either party be held liable for any indirect, consequential or special damages. Request deletion of the exclusions.	As per draft RFP	

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			damages to the Purchaser; and			
83		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 34	34) Change Orders and Contract Amendments	Any change order/contract amendment shall be subject to the mutual agreement of both the parties. Kindly confirm	As per draft RFP	
84		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 35 (a)	a) Termination for Default. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/selected bidder, terminate the contract in whole or in part: a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. d. If the supplier/ selected bidder commits breach of any condition of the contract.	For termination for default, arising of of any breach, failure delay etc. request customer to provide 90 days cure period to the Bidder for rectification of the breach, failing which the contract may be terminated. Request modification	As per draft RFP	
85		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 35©	c) Termination for Convenience i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience	As the Bidder has to undertake substantial investment, termination for convenience is not acceptable. If the contract is terminated for convenience then Customer shall be liable to pay "Exit Charges" as agreed between the parties.	As per draft RFP	

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86		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 36 (b)	b) Transfer of Assets	Request deletion. No transfer of Assets shall take place under a connectivity service Agreement.	As per draft RFP	
87		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 36 ©	The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer	Access to Bidder's premises is not applicable in connectivity services. Request deletion	As per draft RFP	
88		7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 36	e) Transfer of certain agreements	Request deletion. No transfer of Agreement shall take place under a connectivity service Agreement.	As per draft RFP	
89		8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6	Penalty for non-achievement of Service Level Requirements:	Request customer to add the following exclusions from downtime penalty calculations: i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service	As per draft RFP	

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				<p>on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPEvi. Events or occurrences that result in “No problem Found” Trouble Ticketsvii. Trouble Tickets associated with new installations or upgradesviii. Customer initiated change request in the service while the change request is under progress.ix. Planned repairs, modifications or maintenance notified to Customer in advance,x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,xi. Suspension of Service by the Companyxii. Force Majeure Events,xiii. Customer scheduled maintenance</p>		
90	66	ANNEXURE-3: TECHNICAL RESOURCES(SPOC) /PERSONNEL 1	1) The manpower will be deployed exclusively for the project only and cannot be shared by the bidder for other purposes.	Not sharing of manpower is not applicable, as connectivity services are mainly machine generated services. Request deletion	As per draft RFP	
91	85	ANNEXURE-14: DRAFT AGREEMENT FORMAT 5	5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -a. Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work2.5%b. Delay exceeding one fourth but not exceeding half of the prescribeddelivery period, successful installation & completion of work.5.0%c. Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.7.5%d. Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.10.0%	Bidder shall not be liable for any delay attributable to the Customer, or any delay arising out of reasons beyond the reasonable control of the Bidder	As per draft RFP	

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92			Additional term proposed by Bidder	Customer shall execute Commercial Form , Customer Application Form and such other documents as may be required for subscription of the services in compliance with regulatory requirement.	As per draft RFP	
93	6.12	Selection Method		<p>The evaluation shall be done item wise i.e. the L1 bidder shall be declared item wise. The lowest rates received for each item shall be offered to all the bidders. The bidders, other than L1 for any item, shall have option to accept the L1 rates.After determination of the best value bid, all the responsive and eligible Bidders shall be asked to match the best value (L1) bid. Maximum three BIDDER shall be rate contracted.PO will be given as per below: a) For Lot having more than 50 linksIf one (01) or more of such BIDDER match the best value (L1) bid, RISL may try to place order by splitting the total required quantity among the best value BIDDER and one BIDDER who matches the best value (L1) bid.The ratio of the splitting shall be:(i) In case L2 BIDDER and L3 BIDDER are ready to match the L1 BIDDER price, then RISL may try to split the order value as 55:30:15. In Case of failure in delivery/feasibility by any BIDDER, rest work will be distributed to other BIDDERS as per feasibility. (ii) In case only L2 BIDDER is ready to match the L1 BIDDER price and no any other participated BIDDER is ready to match the L1 price, then RISL may try to split the order value as 60:40. (iii) If BIDDER(s) other than L-1 disagree(s) for the rates offered, the next BIDDER (L-3, L-4 and so on), shall be offered L-1 rates. If any/all the BIDDER disagree to accept L-1 rates, the remaining/complete work shall be awarded to L-1 BIDDER. The L-1 BIDDER is bound to accept complete work under the project in such case. (iv) BIDDER, except L-1, shall have a choice to accept or refuse the offerb) For Lot having less than 50 linksWhile placing orders for a particular item, the preference shall be given to the L1 bidder for that particular item. In case L1 bidder declares the link as non-feasible, or fails to commission link within stipulated time period as defined in WO/PO, the link shall be offered to L2</p>	Please refer final RFP	<p>The evaluation shall be done item wise i.e. the L1 bidder shall be declared item wise. The lowest rates received for each item shall be offered to all the bidders. The bidders, other than L1 for any item, shall have option to accept the L1 rates.After determination of the best value bid, all the responsive and eligible Bidders shall be asked to match the best value (L1) bid. Maximum four BIDDER shall be rate contracted.PO will be given as per below: a) For Lot having more than 50 linksIf one (01) or more of such BIDDER match the best value (L1) bid, RISL may try to place order by splitting the total required quantity among the best value BIDDER and one BIDDER who matches the best value (L1) bid. Feasibility will be sent to every bidder for all the sites.The ratio of the splitting shall be:</p> <p>(i) In case three bidders are ready to match the L1 BIDDER price, Then RISL may try to split links to bidders(as per their feasibility) as per below:L1: 50%L2: 25%L3: 15%L4 :10%(ii) In case only two bidders are ready to match the L1 BIDDER price, Then RISL may try to split links to bidders(as per their feasibility) as per below:L1: 55%L2: 30%L3: 15%(iii) In case only L2 BIDDER is ready to match the L1 BIDDER price and no any other participated BIDDER is ready to match the L1 price, then RISL may try to split the order value as 60:40. (iv) If BIDDER(s) other than L-1 disagree(s) for the rates offered, the next BIDDER (L-3, L-4 and so on), shall be offered L-1 rates.</p>

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				bidder (for that particular item) at L1 rates and so on.		<p>If any/all the BIDDER disagree to accept L-1 rates, the remaining/complete work shall be awarded to L-1 BIDDER. The L-1 BIDDER is bound to accept complete work under the project in such case.(v) BIDDER, except L-1, shall have a choice to accept or refuse the offerPlease Note: a. For above point (i),(ii) and (iii) In Case bidders are not feasible on locations as per above, RISL may offer connectivity to other bidders as per their feasibility. b. These arrangements are done to accomplish the deliveries of links on time for POs having large no of links. RISL may try to split the order as per above but not bound to adhere the above.b) For Lot having less than 50 linksWhile placing orders for a particular item, the preference shall be given to the L1 bidder for that particular item. In case L1 bidder declares the link as non-feasible, or fails to commission link within stipulated time period as defined in WO/PO, the link shall be offered to L2 bidder (for that particular item) at L1 rates and so on.</p>