

**Draft RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RC basis**

**NIB No. F3.3(528)/RISL/PUR/2024/6790 dated 10.12.2024 ~ Tender ID: 2024\_RISL\_436426\_1**

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
1	14	4 PRE-QUALIFICATION / ELIGIBILITY CRITERIA	Technical Capability : b) 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 from 01/04/2019 onwards.	The large projects with more than 1500 links are of higher duration in terms of implementation and O & M. Please amend the clause to 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 31/03/2024.	As per ammended RFP
2	17	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity.	The last mile connectivity can be extended by the bidder/SP on radio/OFC, however, required throughput should be ensured by the SP. Network Rack, Router/switch shall be provided by RISL at customer premises end CPE .	Request make and model of RISL supplied router.	As per Draft RFP
3	17	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity.	The sites which are not feasible on MPLS/P2P, the bidder may provide feasibility on MPLS over 4G/5G network and may connect these spoke sites through 4G/5G Sim/e-Sim cards with VPN (Private APN) using backhaul MPLS link to Hub site. The last mile connectivity should be electric ethernet only.	Does RISL supplied CPE router has SIM Slot? If Not, do you have Electrical Ethernet port on RISL supplied router?	As per Draft RFP
4	18	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. During the period of rate contract, RISL may place multiple work orders to the selected bidder(s) for any no. of units up to the validity of the rate contract. <b>However, this Rate Contract doesn't ensure necessarily placing of a work order by RISL to the selected bidder(s).</b>	Will you place all orders in phased manner in 1st year of operation or even later also?	As per Draft RFP
5	18	1. Pre-implementation	d) The requisite space and power for installation of equipment at the designated locations shall be provided by respective government office/RISL.	Need Clarity whether Customer will provide following at all sites? 1. UPS Power approx 100W 2. Network rack Space approx 3RU 3. Proper earthing with E-N voltage <2 Volt	As per ammended RFP
6	18	1. Pre-implementation	f) Tower/Mast/Network CPE equipments installed at Government building premises shall not be permitted to be used for any other purpose. The maximum height for Tower/Mast shall not be more than 12 Mtr.	Request to allow Ground based tower height up to 20 mtrs as location are far off and buildings may also be G+0 structure that may required Ground based tower erection for LOS clearance for RF(UBR) links.	As per ammended RFP
7	18	5 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 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 as per RFP. If no intimation is provided by bidder/SPs within specified timeline, 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
8	18	5 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 1. Pre-implementation	c) If the bidder fails to provide the connectivity on feasible sites, the LD and penalty, as per the provisions 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
9	18	5 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 1. Pre-implementation	d) The requisite space and power for installation of equipment at the designated locations shall be provided by respective 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. Power Failure / FLT should be done by end user.	As per ammended RFP

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10	18	5 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 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
11	18	General	The requisite space and power for installation of equipment at the designated locations shall be provided by respective government office/RISL.	Confirmation required in written from customer to provide UPS power with standard power parameters and 2 hours backup to keep link keep up and running.If standard power parameter will not be available this should be considered in customer attribution and no penalty will be imposed on non-delivery	As per ammended RFP
12	18	Pre-implementation	The maximum height for Tower/Mast shall not be more than 12 Mtr.	Please remove the clause as feasibility depends on the line of site and tower height can be 30 mtr also or may keep the height till 30 mtr.	As per ammended RFP
13	19	2. Implementation:	The aggregated bandwidth for MPLS connectivity termination at SHQ location shall be equal to the sum of total of all the links provided by the bidder/SP. Whenever any bandwidth is upgraded at end-office or new office is connected, the SHQ aggregated bandwidth shall be automatically augmented by the SP/Bidder, by equal value.	Since all spoke sites may not be able to communicate on full speed all the time, hence it is requeted that SHQ site bandwidth should be minimum 50% of aggregate bandwidth of spoke site. Request change of clause accordingly.	As per Draft RFP
14	19	2. Implementation:	g) The bandwidth provided shall be discovered in the NMS provided by the RISL/ DoIT&C. This NMS shall be used to monitor the SLA. UAT request shall be accepted only when a link has been detected on NMS.	Since CPE router and NMS both are provided by RISL, therefore RISL need to ensure that bidder supplied link alongwith connected router port is visible in RISL supplied NMS. However, bidder will extended support to RISL wheever required regarading scope limited to link delivery.	As per Draft RFP
15	19	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation	e) In case of order for bandwidth upgradation, the upgradation should be provided on 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
16	19	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 2. - implementation	f) Bidder/SP shall coordinate with the RajNET operator and nodal officer for detection of the circuit/link in NMS.	Please confirm that RISL will provide the contact details ( phone, email, etc) of the RajNET operator and nodal officer .	As per Draft RFP
17	20	3. Testing & Commissioning:	A. For MPLS Links 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.	1. Request to increase latency value of 80 ms.	As per Draft RFP
18	20	3. Testing & Commissioning:	B. For P2P Links 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.	Request to increase latency value of 80 ms.	As per Draft RFP
19	20	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 at CPE end and utilize allocated IP Range.	Applicable to MPLS Links only(excluding 4G/5G Last mile)	As per Draft RFP

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20	20	Implementation:	Any other activity to keep the solution/ set-up functional to its full capacity shall be the responsibility of the bidder/SP.	We request for providing and appoint a dedicated Nodal officer for remote support in first level troubleshoot as we found that sometimes only small issues like power off or cable lose is creating link down scenario.	As per Draft RFP
21	21	C. For ILL	Packet drop $\leq$ 0.05%	Request to ammend packet loss value of $\leq$ 1%.	As per Draft RFP
22	21	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>A. 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 <b>60 milliseconds</b>.</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 <b>&lt; 3%</b>. 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> <p>B. 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 <b>&lt;1%</b>. 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 <b>80ms</b> . Also as per Industry Standard parameter Packet loss is <b>5%</b> . 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
23	21	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 Packet drop $\leq$ 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
24	22	D. For MPLS over 4G/5G	<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. Link Discovery: Link should be live/up and discovered on of RISL.</p> <p>iii. Packet Loss: Packet loss for 1000 diagnostic packets of 100 bytes each to transit from end office to DHQ/SHQ equipment should be <b>&lt; 3%</b>. 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>	Links on 4G/5G do not have any SLA attached and performance, throughput, latency values of these links on 4G/5G network, will be on best effort basis.	As per Draft RFP
25	22	3. Testing & Commissioning:	<p>h)</p> <p>A period of 15 days will be taken for conduct of UAT for each lot. Any delay, if any, due to reasons assignable to the purchaser, shall not be counted on part of SP/bidder.</p>	Request to reduce UAT testing time to 3 days.	As per Draft RFP

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26	22	3. Testing & Commissioning:	As the Links will be declared go-live in phased manner, there would be time-gap between initially commissioned Links/Sites and last commissioned links/ sites of the same purchase order. A letter of Go-live of all the circuits/links shall be issued by RISL. The payment shall be effective only from the date of go-live of each lot.	Since links are delivered in phased manner , requested that link acceptance and billing to start from individual link acceptance date so that all accepted links move to operations phase.	As per Draft RFP
27	22	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning ( e ) D	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.	These parameters are Best effort Basis for MPLS on 4G(latency can be in range of 200 to 800 ms)	As per Draft RFP
28	22	5. SCOPE OF WORK, DELIVERABLES AND TIMELINES A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity. 3. Testing & Commissioning ( e ) D	iii.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.	These parameters are Best effort Basis for MPLS on 4G	As per Draft RFP
29	22	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
30	22	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 15 Days 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 15 days time period. If not , will it be considered deemed acceptance from the date of submission of UAT acceptance document.	As per Draft RFP
31	23	4. Post-implementation: Network Management Services	b) 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.	If selected service provider is not feasible at new shifted location, the said service provider will declare link as Not feasible and no penalty will be imposed by RISL to the provider for that non delivered link.	As per Draft RFP
32	23	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Details of Scope of Work (SoW) - 4. Post-implementation: Network Management Services a)	Since the tickets shall be generated using the existing EMS/NMS installed under RajNET, the bidder/SP shall ensure with the RajNET operator that the tickets are closed on restoration of fault, if it is to be done manually. The bidder/SP's support team 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 EMS/NMS 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.	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
33	23	5.1 A SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.1. Details of Scope of Work (SoW) - 4. Post-implementation: Network Management Services - b)	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
34	23	Post-implementation: Network Management Services ( c )	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
35	23	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 - d)	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
36	24	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	8) The personnel will be deployed exclusively for the Rajasthan Network project and cannot be shared by the bidder for other purposes.	Since the manpower is SPOC only, this manpower may work on other projects also but will be SPOC to RISL for RISL project. Pls amend the clause therefore.	As per Draft RFP
37	24	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	Project Manager	As we have a large team of qualified technical resources with more than 12+ years of project management experience, so requesting for PMP certification as optional.	As per Draft RFP
38	24	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	Support Engineer	Please increase count of resources from 1 to 2 to maintain the proper support management.	As per Draft RFP
39	25	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	4) The resources deployed may be utilized for other IT activities of GoR.	Pls provide seating space for Project Manager and Engineer in RISL office therefore.	As per Draft RFP
40	25	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	10) The Project Manager should necessary be on roles of the Bidder and is deputed for entire project duration. The support engineers may be outsourced by the bidder however the sole responsibility towards proper discharge of assigned duties and fulfillment of regulatory requirements shall be owned by the bidder.	Request to allow both resources off role also.	As per Draft RFP
41	26	B. Technical Resources for Dedicated Single Point of Contact (SPOC)	11) The bidder should ensure that the deployed resources will be proactively monitor the links belongs to the ISP/bidder and ticket management in NMS for the same shall be conducted by concerned resources. Any unattended ticket on NMS will be treat as fault on part of the bidder/ISP.	Since NMS is installed in RISL SHQ, pls provide seating space for the two resources in RISL SHQ so that they may monitor RISL supplied NMS.	As per Draft RFP
42	26	Technical Resources for Dedicated Single Point of Contact (SPOC)	The penalty for non-availability of resources will be as per SLA.	Proper calculation required in RFP on penalty	As per ammended RFP
43	27	5.2. Project Milestones, Deliverables & Timelines	Deployment of Technical Resource for Dedicated Single Point of Contact (SPOC) as defined in Annexure -3	Within 60 days from issuing of first work/ feasibility order. Or allow for remote support till the 60 days as any good resource will take minimum 60 days for company change.	As per Draft RFP

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44	27	1. For MPLS and P2P & ILL/ MPLS over 4G/MPLS over 5G Connectivity	Bandwidth Upgradation	Please amend the clause from T+15 days to T+30 days as our objective is not doing delay in upgrade but sometimes we found that bandwidth upgrade may require some hardware upgradation also, which take some additional time.	As per Draft RFP																		
45	28	5.2. Project Milestones, Deliverables & Timelines	Lot Size and Commissioning timelines Upto 10 Links - 1 Week 1 Week	Pls allow up to 6 weeks for this category.	As per Draft RFP																		
46	28	5.2. Project Milestones, Deliverables & Timelines	For more than 10 Links and Upto 50 Links 2 Week 4 Week	Pls allow implementation time up to 8 weeks for this category.	As per Draft RFP																		
47	28	Payment Terms:	ii. The Payment for Links shall be effective from the date of Go-live/commissioning of each lot/Link. iii. The payment for each lot shall be released Quarterly from Go-Live of the lot/links after completion of work order/final go-live of the work order.	Understand that RISL will make payments of accepted link wise eventhough some links under the lot may not have been delivered. Pls revert whether understanding is correct.	As per Draft RFP																		
48	28	Project Milestones, Deliverables& Timelines	Lot Size & Commisioning Timelines Table:- <table border="1" data-bbox="555 603 999 740"> <thead> <tr> <th colspan="3">Lot Size and Commissioning timelines</th> </tr> <tr> <th>Number of Links</th> <th>Link Feasibility timeline</th> <th>Link Commissioning timeline (Excluding UAT period)</th> </tr> </thead> <tbody> <tr> <td>Upto 10 Links</td> <td>1 Week</td> <td>1 Week</td> </tr> <tr> <td>For more than 10 Links and Upto 50 Links</td> <td>2 Week</td> <td>4 Week</td> </tr> <tr> <td>More than 50 Links and upto 200 Links</td> <td>3 Week</td> <td>8 Week</td> </tr> <tr> <td>More than 200 Links</td> <td>4 Week</td> <td>12 Week</td> </tr> </tbody> </table>	Lot Size and Commissioning timelines			Number of Links	Link Feasibility timeline	Link Commissioning timeline (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 upto 200 Links	3 Week	8 Week	More than 200 Links	4 Week	12 Week	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
Lot Size and Commissioning timelines																							
Number of Links	Link Feasibility timeline	Link Commissioning timeline (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 upto 200 Links	3 Week	8 Week																					
More than 200 Links	4 Week	12 Week																					
49	28	Payment Terms Note : a)	Note:The payment process for the work order shall be start after issuing of Go-live date of last lot work order. 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 ammended RFP																		
50	28	5.2. Project Milestones, Deliverables & Timelines	The payment for each lot shall be released Quarterly from Go-Live of the lot/links after completion of work order/final go-live of the work order.	Amendment required in RFP for payment terms on Go-live basis instead of work order closure as it impact our cash flow.	As per ammended RFP																		
51	29	Payment Terms:	f) 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.	Request for payments withn 30 days of Invoice date.	As per Draft RFP																		
52	29	5.2 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.2 Project Milestones, Deliverables& Timelines -e)	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																		
53	29	5.2 SCOPE OF WORK, DELIVERABLES AND TIMELINES - 5.2 Project Milestones, Deliverables& Timelines -f)	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 deductions.	As per Draft RFP																		
54	30	Testing & Commissioning	UAT request for a particular PO can be raised by the SP/Bidder in parts on monthly basis, subject to the respective lot size as defined in this RFP.	Proper Lot size clarification required in RFP	As per Draft RFP																		

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55	35	12) Selection Method	<p>a)</p> <p>For Lot having more than 100 links</p> <p>The ratio of the splitting shall be:</p> <p>(i) In case three bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 70%</p> <p>L2: 20%</p> <p>L3 :10%</p> <p>(ii) In case only two bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 80%</p> <p>L2: 20%</p>	<p>The amount of investment for delivering a link is similar for all the bidders. This RFP is highly competitive bid and to safe guard the investments to be made. We request to split the order as below</p> <p style="text-align: right;">For Lot having more than 100 links</p> <p>The ratio of the splitting shall be:</p> <p>(i) In case three bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 50%</p> <p>L2: 30%</p> <p>L3 :20%</p> <p>(ii) In case only two bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 60%</p> <p>L2: 40%</p>	As per Draft RFP
56	35	12) Selection Method	<p>b) For Lot having less than 100 links</p> <p>While 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 per RFP, the link shall be offered to L2 bidder (for that particular item) at L1 rates and so on.</p>	<p>The amount of investment for delivering a link is similar for all the bidders. This RFP is highly competitive bid and to safe guard the investments to be made. We request to split the order with the same L1 ( 50%) ,L2( 30 %) ,L3 ( 20%)Formula</p>	As per Draft RFP
57	35	<p>a)</p> <p>For Lot having more than 100 links</p> <p>The ratio of the splitting shall be:</p> <p>(i) In case three bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 70%</p> <p>L2: 20%</p> <p>L3 :10%</p>	<p>a)</p> <p>For Lot having more than 100 links</p> <p>The ratio of the splitting shall be:</p> <p>(i) In case three bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 70%</p> <p>L2: 20%</p> <p>L3 :10%</p>	<p>Please amend as</p> <p>For Lot having more than 200 links</p> <p>The ratio of the splitting shall be:</p> <p>(i) In case three bidders are rate contracted, Then RISL may try to split links to bidders(as per their feasibility) as per below:</p> <p>L1: 80%</p> <p>L2: 15%</p> <p>L3 : 5%</p>	As per Draft RFP
58	41	25	<p>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 except otherwise provided in the bidding document.</p>	<p>We suggest to add that " Any variation on quantity which will have the effect of adding new sites shall be subject to feasibility as confirmed by the Bidder within a reasonable time post receipt of the change order / Order varying the quantities .</p>	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
59	48	39	<p>39) Risk &amp; Cost Clause</p> <p>If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk &amp; Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with Procuring Entity against the same or any other contract or may be adjusted against dues payable to supplier by Procuring Entity against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.</p>	<p>We request that the Clause may be modified as follows :</p> <p>39) Risk &amp; Cost Clause</p> <p>If the bidder, commits <b>material breaches</b> of the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk &amp; Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with Procuring Entity against the same or any other contract or may be adjusted against dues payable to supplier by Procuring Entity against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.</p>	As per Draft RFP
60	50	5	<p>Eligible Goods and Related Services</p> <p>1) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.</p> <p>2) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.</p>	<p>We request that the following clarification may be added post this clause as the BoQ does not mention about the supply of goods and since the services are SLA based , stipulations related to the Goods may not be relevant .</p>	As per Draft RFP
61	51	General Terms and Conditions Section 7 - Governing Law	<p>7 Governing Law</p> <p>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.</p>	<p>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.</p>	As per Draft RFP



Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
62	52	13(2)	13) Recoveries from Supplier/ Selected Bidder 1)..... 2) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL. 3) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.	Considering the nature of connectivity services , short supply may not be relevant once it is commissioned . Hence a clarification may be issued stating that the recovery for short supply will be applicable only up to the commissioning and acceptance stage of the Services and to be construed accordingly .	As per Draft RFP
63	52	12. Contract Price	2. 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
64	53	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.	This clause may be removed or stated as not applicable for connectivity services , as there is no submission of source code and further any network drawings submitted as a part of proposal cannot be vested with Purchaser while a limited license to use during the term of the agreement only to the extent required for availing the Services can be provided .	As per Draft RFP
65	53	Section 17 Sub-Contracting,	1. 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 ' <u>which consent shall not be unreasonably withheld by Purchaser</u> '; 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
66	54	18(4)	The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.	Kindly clarify that this clause and incidental clause specifying packing etc may be applicable only if there is a supply of goods as per BoQ .	As per Draft RFP
67	55	20	20) Insurance 1) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, till handover of the project is achieved. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred. 2) The goods will be delivered at the FOR destination in perfect condition.	There are few clause viz insurance , transportation, sampling etc which are applicable only in case of supply of goods as per BoQ and may not be applicable for connectivity services as per the scope of supply . As such , request to kindly issue a clarification stating that the provisions related to insurance , transportation , sampling and inspection will be applicable only ion the event of supply of Goods as per BoQ and not otherwise .	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
68	55	Section 22 Inspection	<p>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.</p> <p>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 purpose.</p> <p>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>	<p>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.</p>	As per Draft RFP
69	56	Clause 27	<p>Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.&amp; A.R all remittance charges will be borne by the bidder.</p>	<p>RFP should contain the clause for payment which is 18 days post completion of the quarter. If the customer fails to make the necessary payment then the Service Provider can rightfully suspend the services alongwith impose the penal charges for the necessary delay in payment. Business to take a note with respect to their payment terms, timeline &amp; percentage.</p>	Clause deleted refer ammended RFP
70	57	28(c)	<p>c) The maximum amount of liquidated damages shall be 10% of the contract value.</p>	<p>The clause may be modified as follows : c) The maximum amount of liquidated damages shall be 10% of the delayed portion of the contract value.</p>	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
71	57	28 ) Liquidated Damages	<p>Liquidated Damages (LD)</p> <p>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:-</p> <ul style="list-style-type: none"> <li>☐ delay up to one fourth period of the prescribed delivery period: 2.5%</li> <li>☐ delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%</li> <li>☐ delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%</li> <li>☐ delay exceeding three fourth of the prescribed period: 10%</li> </ul> <p>b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>c) The maximum amount of liquidated damages shall be 10% of the contract value.</p> <p>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.</p> <p>e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.</p> <p>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>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> <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.</p> <p>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>	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
72	57	Clause 28	<p>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:-</p> <ul style="list-style-type: none"> <li>• delay up to one fourth period of the prescribed delivery period: 2.5%</li> <li>• delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%</li> <li>• delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%</li> <li>• delay exceeding three fourth of the prescribed period: 10%</li> </ul> <p>b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>c) The maximum amount of liquidated damages shall be 10% of the contract value.</p> <p>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.</p> <p>e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/services is on account of hindrances beyond the control of the bidder.</p> <p>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>	The RFP should include that any Liquidated damages or penalties shall be settled in the form of credit note. All Liquidated damages should always be capped at 5% or less of the order value.	As per Draft RFP
73	58	30	<p>Warranty</p> <p>1) The bidder shall submit a certificate/ undertaking from the respective OEMs (If required) as specified in BoM (Annexure –1), mentioning the fact that the goods supplied are covered under comprehensive warranty &amp; support for the prescribed period.</p>	Request to issue a clarification stating that this clause will be applicable only if there os a supply of goods in terms of the BoQ issued and will not be applicable for connectivity services .	As per Draft RFP
74	58	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>	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.	As per Draft RFP
75	61	7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 34. Change Orders and Contract Amendments	<p>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.</p>	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

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
76	62	35	<p>Termination : 35 i (c) If the supplier/ selected bidder/authorised partner, 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.</p> <p>d) If the supplier/ selected bidder commits breach of any condition of the contract.</p>	<p>We r submit that , termination of contract basis the judgement of purchaser alone is not fair and reasonable . At least it should be supported by credible evidence or in the event of order of court of competent jurisdiction . Further a simple breach should not entitle the purchase to terminate , it should be initiated only in the event of a material breach . As such the clause 35 i(c) and (d) may be modified as follows :</p> <p>35 i(c ) If the supplier/ selected bidder/authorised partner, 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 provided credible evidence in support of such action will be shared in advance with the supplier before initiating any action and an opportunity of being heard is also provided to the Supplier .. d) If the supplier/ selected bidder commits <b>material</b> breach of any condition of the contract.</p>	As per Draft RFP
77	62	35 (a) (ii)	<p>If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.</p>	<p>We request that any additional cost if any incurred will be subject to price discovered through a competitive bidding process considering the significant number of players in the market offering connectivity services . Hence we request you to modify the clause as follows : If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, <b>through competitive bidding process</b> and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.</p>	As per Draft RFP
78	62	35©	<p>Termination for Convenience i. Termination for Convenience i. RISL, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. 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. iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: a. To have any portion completed and delivered at the Contract terms and prices; and/or b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.</p>	<p>We request that the contract should not be terminated for convenience . The provisions related to Goods will not be applicable as there is no supply of Goods as per BoQ . As such the clause may be modified as follows :</p> <p>Termination for Convenience i. The Contract may not be terminated for convenience by RISL. However in case RISL elect to terminate the contract without cause the Supplier will be provided with the charges applicable for the unexpired tenure of the Contract .</p>	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
79	62	36(b)	<p>b) Transfer of Assets</p> <p>i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a &lt;six months&gt; period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.</p> <p>ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.</p>	<p>We request the entire clause related to Transfer of Assets under RFP Rule no 36(b) may be deleted as not applicable , since there is no transfer of assets, software license etc are involved while providing connectivity services .</p>	As per Draft RFP
80	62	35 Termination c) Termination for Convenience	<p>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.</p>	<p>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</p>	As per Draft RFP
81	62	Section 36 Exit Management	<p>Entire Clause.</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.</p> <p>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.</p> <p>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.</p> <p>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; 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.</p> <p>Our suggestions involve with regard to 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 oif 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 transition plan.</p> <p>Hence it is suggested that ebough room for negotiabiilty should be prsented between the RISL and Service Provider for any transiton Services.</p>	As per Draft RFP

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark
82	62	Clause 35, c	Termination for Convenience i.RISL, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.	In case of termination of contract by the customer without any specific reason or for convenience, the customer would be liable to pay the exit charges. This shall cover all the losses that have been born by the Service Provider. Additionally, the RFP should contain certain conditions where the contractor could terminate the contract from their end. If the customer is terminating the contract, the specific reason should be provided by the customer alongwith a notice period for a minimum of 30 days.	As per Draft RFP
83	64	36) Exit Management	Transfer of certain agreements i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in Favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.	Considering the nature of services , there is no score for transfer of agreements . As such this clause may be deleted	As per Draft RFP
84	65	Clause 37	If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender.	Different modes of resolution could be considered after coming onto a common conclusion by both the parties as to which particular mode of resolution they want to agree upon. It can be conciliation, negotiation, mediation or arbitration.	As per Draft RFP
85	66	8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT - 1. Service Level Standards/ Requirements/ Agreement: SLA for MPLS Connectivity:	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
86	66	SLA Duration (Timing for Service Window)	Timing: 24*7- Prime hours-8:00 AM to 8:00 PM & Non-prime hours- 8:00 PM to 8:00 AM	Amendment required in RFP for non-prime support for end-offices where customers are not available in night hours, This clause should be applicable on SHQ and DHQ P2P links only, not on MPLS links.	As per Draft RFP
87	67	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

Sr. No	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification	Department Remark										
88	68	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6. Penalty for non-achievement of Service Level Requirements:	<p>For MPLS Links :</p> <table border="1"> <thead> <tr> <th>Network Level</th> <th>Parameter</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>End Office</td> <td>% Drop from defined Uptime</td> <td>Equal % of deduction from payable amount for each link for uptime upto 80%(20% would be sealing Penalty). With following exceptions: 1. In case of user complaints to department 2. If a link found bandwidth below than CIR the link will be treated down. For both above cases, No payment shall be made for links having uptime less than 80%.</td> </tr> <tr> <td>Throughput at SHQ</td> <td>% drop from sum total of bandwidth of all links</td> <td>Equal % of deduction from payable amount for all links.</td> </tr> </tbody> </table>	Network Level	Parameter	Penalty	End Office	% Drop from defined Uptime	Equal % of deduction from payable amount for each link for uptime upto 80%(20% would be sealing Penalty). With following exceptions: 1. In case of user complaints to department 2. If a link found bandwidth below than CIR the link will be treated down. For both above cases, No payment shall be made for links having uptime less than 80%.	Throughput at SHQ	% drop from sum total of bandwidth of all links	Equal % of deduction from payable amount for all links.	<p>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.</p> <p>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.</p> <p>Also the clause fails to address the concern when the default is due to force majeure 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.</p> <p>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.</p>	As per Draft RFP	
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89	68	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6. Penalty for non-achievement of Service Level Requirements:	<p>Penalty which shall be deducted from Quarterly Equated Instalment payable against the links shall be as below:</p> <p>For MPLS/MPLS over 4G/MPLS over 5G connectivity: Equal % of deduction from payable amount for each link for uptime upto 80% (20% would be capping). With following exceptions: 1. In case of user complaints to department 2. If a link found bandwidth below than CIR the link will be treated down. (For MPLS only) For both above cases, No payment shall be made for links having uptime less than 80%.</p>	<p>The 4G / 5G based MPLS is a non SLA based service. As a industry practise it is offered on Best effort basis. Please note : 1) 4G based links have No CIR value. it is always Best effort basis. 2) Incase, any Site is not feasible under fixed Bw category, then any such site Bw on MPLS on 4G will need Bw revision. 3) SLA provisioning not possible</p>	As per Draft RFP										
90	68	6. Penalty for non-achievement of Service Level Requirements:	<p>For MPLS/MPLS over 4G/MPLS over 5G connectivity:</p>	<p>Please remove <b>MPLS over 4G/MPLS over 5G connectivity</b> as same service is on best effort basis only.</p>	As per Draft RFP										
91	69	For P2P and ILL connectivity:	<p>Latency Penalty per Quarter Per circuit ≤40ms NIL</p>	<p>Request ammendment of latency value to 80 ms.</p>	As per Draft RFP										
92	69	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 6. Penalty for non-achievement of Service Level Requirements:	<p>Penalty for non-achievement of Latency for P2P connectivity shall be deducted as below:</p> <p>Penalty for non-achievement of Latency for P2P connectivity shall be deducted as below:</p> <table border="1"> <thead> <tr> <th>Latency</th> <th>Penalty per Quarter Per circuit</th> </tr> </thead> <tbody> <tr> <td>≤40ms</td> <td>NIL</td> </tr> <tr> <td>&gt;40ms and ≤50ms</td> <td>5% of quarterly payment</td> </tr> <tr> <td>&gt;50ms and ≤75ms</td> <td>10% of quarterly payment</td> </tr> <tr> <td>&gt;75ms</td> <td>25% of quarterly payment</td> </tr> </tbody> </table>	Latency	Penalty per Quarter Per circuit	≤40ms	NIL	>40ms and ≤50ms	5% of quarterly payment	>50ms and ≤75ms	10% of quarterly payment	>75ms	25% of quarterly payment	<p>As P2P is L1 Links Provided By NBSP and NBSP cannot monitor L1 Circuit Latency , So request you to keep this Clause to a Inudstry Standard practice of Min 80ms without Penalty . Please apply the ceiling penalty clause in penalty calculation for P2P and ILL.</p>	As per Draft RFP
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93	69	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7. Penalty for non-commissioning of links:	<p>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.</p>	<p>The cause of failure of delivering should not be attributed to RISL or the concered department. Also, a penalty of 100% of the link rental of a year of the link is very high and not an industry practise. Please make it as one Qtr rental.</p>	As per Draft RFP										



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94	69	Clause 6	<table border="1"> <thead> <tr> <th>Network Level</th> <th>Availability During Prime Hours</th> <th>Penalty</th> <th>Availability During Non-Prime Hours</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td></td> <td>&gt;= 99.5%</td> <td>Nil</td> <td>&gt;= 99%</td> <td>Nil</td> </tr> <tr> <td rowspan="5">SHQ to respective Div.HQ/DHQ Link</td> <td>&gt;=96% and &lt;99.5%</td> <td>(10% of quarterly equated instalments for that link)</td> <td>&gt;=95% and &lt; 99%</td> <td>(5% of quarterly equated instalments for that link)</td> </tr> <tr> <td>&gt;=93% and &lt;96%</td> <td>(15% of quarterly equated instalments for that link)</td> <td>&gt;=90% and &lt;95%</td> <td>(10% of quarterly equated instalments for that link)</td> </tr> <tr> <td>&gt;=90% and &lt;93%</td> <td>(25% of quarterly equated instalments for that link)</td> <td>&gt;=88% and &lt;90%</td> <td>(15% of quarterly equated instalments for that link)</td> </tr> <tr> <td>&lt;90%</td> <td>(100% of quarterly equated instalments for that link)</td> <td>&lt;88%</td> <td>(100% of quarterly equated instalments for that link)</td> </tr> <tr> <td>&gt;= 99%</td> <td>Nil</td> <td>&gt;=98%</td> <td>Nil</td> </tr> </tbody> </table>	Network Level	Availability During Prime Hours	Penalty	Availability During Non-Prime Hours	Penalty		>= 99.5%	Nil	>= 99%	Nil	SHQ to respective Div.HQ/DHQ Link	>=96% and <99.5%	(10% of quarterly equated instalments for that link)	>=95% and < 99%	(5% of quarterly equated instalments for that link)	>=93% and <96%	(15% of quarterly equated instalments for that link)	>=90% and <95%	(10% of quarterly equated instalments for that link)	>=90% and <93%	(25% of quarterly equated instalments for that link)	>=88% and <90%	(15% of quarterly equated instalments for that link)	<90%	(100% of quarterly equated instalments for that link)	<88%	(100% of quarterly equated instalments for that link)	>= 99%	Nil	>=98%	Nil	<p>Standard time frame for accepting payments is within 18 days post completion of quarter and from date of generation of invoice. Penalty for the downtime should be capped at 10% or less of the order value. Or the same can be measured by the following: Downtime penalty applicable in % on quarterly bill-</p> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Uptime Downtime</th> <th>Penalty in %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>&gt;= 99.5%</td> <td>0%</td> </tr> <tr> <td>2</td> <td>&gt;= 99% to &lt; 99.501%</td> <td>1%</td> </tr> <tr> <td>3</td> <td>&gt;= 98.5% to 99%</td> <td>2%</td> </tr> <tr> <td>4</td> <td>&gt;= 98% to 98.5%</td> <td>4%</td> </tr> <tr> <td>5</td> <td>&gt;= 95% to 98%</td> <td>6%</td> </tr> <tr> <td>6</td> <td>&gt;= 90% to 95%</td> <td>8%</td> </tr> <tr> <td>7</td> <td>&lt; 90%</td> <td>10%</td> </tr> </tbody> </table>	Sr. No	Uptime Downtime	Penalty in %	1	>= 99.5%	0%	2	>= 99% to < 99.501%	1%	3	>= 98.5% to 99%	2%	4	>= 98% to 98.5%	4%	5	>= 95% to 98%	6%	6	>= 90% to 95%	8%	7	< 90%	10%	As per Draft RFP
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95	70	Sub rule 7	<p>7. Penalty for non-commissioning of links: If a SP/Bidder fails to commission the link after declaring the site feasible within the stipulated time period provided in the work-order issued by RISL, a penalty of 100% of the link rental of quarter of the link, shall be deducted from the payable amount to SP/bidder for commissioned links for the particular quarter. Such links may be offered to other SP/Bidder for commissioning. This is over and above the capping.</p>	<p>The clause may be modified as follows , as the supplier may be penalised only if the delay is solely attributable to the supplier .</p> <p>7. Penalty for non-commissioning of links: If a SP/Bidder fails to commission the link after declaring the site feasible within the stipulated time period provided in the work-order issued by RISL, due to reason solely editable to the Supplier, a penalty of 100% of the link rental of quarter of the link, shall be deducted from the payable amount to SP/bidder for commissioned links for the particular quarter. Such links may be offered to other SP/Bidder for commissioning. This is over and above the capping.</p>	As per Draft RFP																																																							
96	70	Clause 6	<p>The penalty shall be calculated separately for Prime Hours and Non-Prime Hours and for each parameter defined above, on 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.</p>	<p>If there will be any deductions to the payment for failing to maintain the SLA uptime, then it should be capped at 10% or less of the order value.</p>	As per Draft RFP																																																							
97	71	General	<p>24 MPLS over 4G</p> <p>25 MPLS over 5G</p>	<p>As per the BOQ, both the services are on best effort basis only, so please exclude same from SLA and keep it as availability based only</p>	As per Draft RFP																																																							
98	97	ANNEXURE-17: (sample of connectivity required in the project)	Site addresses	Pls provide complete site address alongwith lat-long for feasibility study	As per Draft RFP																																																							
99	General	General	General	<p>If there would be a requisite for submission of PBG, then RFP to contain a clause for Performance Bank Guarantee to be the threshold of 5% . Also, if there already is security deposit, then there must be no requirement for Performance bank Guarantee.</p>	As per Draft RFP																																																							
100	General	General	General	<p>If Customer Premise Equipment services are within our scope &amp; clearly mentioned in the RFP then Customer will have to allow RJIL for charging CPE rental from an Entity other than RJIL. Hence Customer will receive separate invoices</p>	As per Draft RFP																																																							
101	General	General	General	<p>RFP should contain a specific clause stating that RJILs standard time frame for and inspection testing of equipment's is 14 days from date of commissioning</p>	As per Draft RFP																																																							

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102	General	General	General	The RFP should state the Service Provider will have the right to suspend the services if there is any absence or delay in payment. Alongwith the suspension, the service Provider can even levy penal charges for the same.	As per Draft RFP