

ERNET's Response to the Vendors Queries for Tender No. EI-D/Tech/49-1/2013 (Pt.) dated 28.03.2014, on the Subject "Tender Document for Provisioning of MPLS link with Internet bandwidth through Service Provider PoPs to the ERNET's User Location "

S.No.	Page No.	Ref. No.	RFP Reference	Requested Amendment/ Other Query / Other Requests	ERNET's Response
ERNET's Clarifications/ Amendments/ Additions					
1. The title for the Tender may be read as " Tender for provisioning of Internet bandwidth through Service Provider PoPs to the ERNET's User Location" instead of " Tender Document for Provisioning of MPLS link with Internet bandwidth through Service Provider PoPs to the ERNET's User Location"					
2. ERNET reserves the right to ask for the feasibility for any other new circuit (not specified in this RFP) of any bandwidth slab from the successful (Empanelled) bidder. Based on the feasibility, ERNET will seek commercial quotations from the selected service providers. The bidders will be required to submit feasibility within the 10 days of request from ERNET. Based on the commercial quotations received from the bidders, the PO will be placed to the L1 bidder.					
Bidder's Queries					
1.	21	23	If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the specific purchase order from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated	Please change the upper limit to 5% of the undelivered sites	The clause may be read as: "If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of undelivered sites from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated"
2.	32	1.1	Bidders are required to provision MPLS link with Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs.For detailed technical requirements bidder needs to refer Section E.	Please confirm we have to provide Internet or MPLS.	The clause may be read as: "Bidders are required to provision Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs.For detailed technical

					requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/ downtime report, latency etc. However it is the prime responsibility of the successful bidder to proactively monitor all the links for all the service related issues.”				
3.	42	5.1.3	Latency of less than 50 msec from the CPE router to internet gateway of the bidder in India and less than	For Last mile on RF we request to change to 70 to 80 msec.	The clause may be read as: " Latency of less than 50 msec (80 msec in case of last mile on RF) from the CPE router to internet gateway of the bidder in India and less than 300 msec from the Internet GW of the bidder to the popular websites hosted in Europe/USA.”				
4.	43	5.1.5	Packet loss on each link	Packet loss details can only be provided from bidder POP to its own gateway	Explanation of the clause: "Packet loss will be calculated on the link from user router to the bidder’s Gateway ”.				
5.	43	5.2.2	Uptime Penalty	Please amend the typographic error	The clause may be read as: Uptime Penalty in % of total Monthly payment: <table style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">>=99.5</td> <td>0</td> </tr> <tr> <td style="padding-right: 20px;">>98.5 to 99.5</td> <td>10</td> </tr> </table>	>=99.5	0	>98.5 to 99.5	10
>=99.5	0								
>98.5 to 99.5	10								

					>97 to < 98.5 20 > 95 to < 97 30 > 90 to < 95 70 < 90 % 100
6.	56	Annex-II	Price Format	We suggest that in case of upgrade bidder should be allowed to use the same medium. For example initial bandwidth requirement is 4 Mbps and site is delivered on RF . If upgrade bandwidth required is 8 Mbps then it should be allowed to be delivered on RF.	No Change
7.	20	21.3	In the event of breach of contract as indicated in tender or termination or suspension of services/ network, ERNET may impose a penalty of Rs. 1, 00,000/- per day or part thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years	As per the Defination of Breach of contract as per Clause 40.2 page 25 , Please amend the clause as failure to deliver a site can be possible and this should not be considered as breach of contract.	No Change
8.	17,42	4.3,5.1.3	Latency of less than 50 msec from the CPE router to internet gateway of the bidder in India and less than	Please amend the clause to latency required from CPE to POP.	The clause may be read as: " Latency of less than 50 msec (80 msec in case of last mile on RF) from the CPE router to internet gateway of the bidder in India and less than 300 msec from the Internet GW of the bidder to the popular websites hosted in Europe/USA."

9.	28	54	ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 20% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.	Please remove the clause.	The clause may be read as: “ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 10% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.
10.	42	4.2	Security: The successful Bidder will submit a security policy at the time of award of the contract for consideration of ERNET. Based on feedback, security policy will be implemented by the Bidder.	All the service providers follow the norms and guidelines as issued by TRAI and DOT. Request is to change the same to Guidelines as issued by TRAI or DOT for servcie provider .	The clause may be read as: “The successful Bidder will follow the norms and guidelines as issued by TRAI , DOT , CERT-In or any other law enforcement agency. “
11.	43	5.1.7	Link Fail over	Please remove the clause.	The clause may be treated as deleted.
12.	43	5.2.2	Uptime Penalty	Please amend the clause to monthly calculation link wise. Max penalty for particular link should not exceed 10% of the value of the monthly payment	No Change

				for the link	
13.	44	5.2.3	Latency	Please remove the clause.	The clause may be treated as deleted.
14.	60	1.1.3	Interfaces	No link will delivered on Serial hence remove the interface	The clause may be treated as deleted.
15.	61	1.5	Performance	Please change the same to minimum 25 Mbps and PPS as per bandwidth requirement	The clause may be read as: “The router should have a back plane bandwidth to support have throughput above 25Mbps.”
16.	22	25.1	Arbitration and Laws	Request clarification in respect of number of arbitrators and procedure of appointment of arbitrators.	No Change
17.	23	30	Termination for convenience	Request deletion of right to terminate for convenience.	No Change
18.	25	39	Unsatisfactory performance	Request deletion.	No Change
19.	26	44	Confidentiality of Information	Request that this clause may be made mutual.	No Change
20.	28	53	Order Cancellation	Request right to cancel order and make a provision for termination after giving due notice and cure period to bidder.	No Change
21.			Additional Clauses	a) Limitation of Liability: Notwithstanding anything under this agreement, bidder’s total liability to ERNET for all claims, in the aggregate, under or in connection with this agreement, whether in contract or in tort (including for breach	Tender/ RFP is self explanatory.

				<p>of warranty, negligence and strict liability in tort), will be limited to an amount equal to the total contract value. Under no circumstances shall the Bidder be liable to ERNET for any indirect, special, incidental, punitive, exemplary or consequential damages, whether foreseeable or not nor shall the Bidder be liable to the Customer for loss of profits, loss of business, loss of revenue, loss of goodwill , loss of data etc. which may arise under or pursuant to this Agreement.</p> <p>b) Warranty Disclaimer: ERNET agrees that its use of the equipment is solely at its own risk. Except as expressly set forth under this Agreement, the equipment are provided on an “as is” basis and “as available” basis. The Bidder expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.</p> <p>c) Liability for content: ERNET shall be fully responsible for the content of the data transmitted and carried through the resources/Services</p>	
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				<p>provided by the Bidder and ERNET shall use the same in accordance with all applicable statutory or regulatory rules, regulations and guidelines. ERNET shall not use the resources for sending any data or messages which is/are offensive, abusive, indecent and obscene or in violation of any Applicable Law. ERNET shall be solely liable and responsible for any breach of the aforesaid obligation(s) and no liability arising from such breach shall fasten on the Bidder. ERNET shall indemnify and keep the Bidder indemnified against all costs, claims, damages or proceedings arising out of use of the Service other than fully in accordance with the terms of this Clause.</p>	
22.	12	8.3.2	<p>Although the total price quoted by the bidders in the price format given at Annex. – III would be used to determine L1, the successful bidder/s would be required to match the lowest (L1) price in all data rate slabs offered by the other successful bidders.</p>	<p>In government bids L1 is decided on TCO. L1 can not be forced to match the lowest L1 price in each slab, since this is totally unviable. We appeal this clause to be withdrawn.</p>	No Change
23.	14		<p>Evaluation of technical bids on QCBS</p>	<p>There is no normalization of Tech Score mentioned. Please clarify.</p>	No Change

24.	17	4.3	Latency less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/USA	Latency for different web sites can not be offered , as it also depends on the internet connectivity provider to the web site.	The clause may be read as: " Latency of less than 50 msec (80 msec in case of last mile on RF) from the CPE router to internet gateway of the bidder in India and less than 300 msec from the Internet GW of the bidder to the popular websites hosted in Europe/USA."
25.	17	5.2	Adherence to rollout plan in previous project done for ERNET.	Request to drop this clause as the adherence to rollout plan varies for different situations, geographies etc.	No Change
26.	21	CI-23	Liquidated Damages and Penalties If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the specific purchase order from the Bidder for each week of delay.	Penalty should be 0.25% for per week delay & maximum LD should be 2% of the incomplete work. The L.D need to be imposed only on the one year contract value.	The clause may be read as: "If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of undelivered sites from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated"
27.	32	CI-1.1	Bidders are required to provision MPLS link with Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs	Internet bandwidth is not provisioned through MPLS links. It will be provisioned through a Leased Line between Service Provider POP & the Customer site. Pls modify	The clause may be read as: "Bidders are required to provision Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs.For detailed technical

				accordingly.	requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/ downtime report, latency etc. However it is the prime responsibility of the successful bidder to proactively monitor all the links for all the service related issues.”
28.	32	CI- 1.2	All the links above 6 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 20 % of total ordered circuits at any single point of time during the complete period of contract for single service provider.	We request the upper limit to be increased to 40% as 4Mbps & below bandwidth can be delivered on Radio and with similar performance & SLAs as fiber.	The clause may be read as: " All the links above 8 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 20 % of total ordered circuits at any single point of time during the complete period of contract for single service provider.”
29.	32	CI- 1.3	Successful bidder shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for erection of RF tower & implementation of RF connectivity to provide the ordered bandwidth to the user.	Bidder should not be responsible for getting permission from User. ERNET to arrange permission for service provider.	No Change
30.	42		The portal should be capable of inter working with SNMP agents of routers supplied as well as existing routers.	Please give details of existing routers	The clause may be read as: “The portal should be capable of inter working with SNMP agents of

					routers supplied.”
31.	42		Portal should provide the statistics regarding resource utilization and status of the network	What kind of resource? Please elaborate.	Tender/ RFP is self explanatory.
32.	42	CI - 4.1	Scalability The network should be scalable to gigabit speeds, which should happen without much disruption to the already set-up operational network.	ERNET is hiring 2, 4, 6 8 .. Mbps upto 20 Mbps . Please define the percentage of scalability required ?	The clause may be treated as deleted.
33.	42	CI - 4.2	Security The successful Bidder will submit a security policy at the time of award of the contract for consideration of ERNET. Based on feedback, security policy will be implemented by the Bidder.	What kind of security policy ERNET is looking for ? Security policy is a broad term. Please elaborate ERNET's expectation.	The clause may be read as: “The successful Bidder will follow the norms and guidelines as issued by TRAI , DOT , CERT-In or any other law enforcement agency.”
34.	42	CI-5.2.3	Latency: Latency will be randomly checked from ERNET Node to each institute connected.	The link will be from Bidder's POP to User location. So latency should be checked from user location , not from ERNET's Node. Please amend the clause accordingly.	The clause may be treated as deleted.
35.	61	CI-1.6.1	Shall support WAN load balancing	Are you looking for Link Load balancer? Normally routers cannot do WAN load balancing. It is done by Link Load Balancers. Please define what kind of WAN load balancing ERNET is looking for.	Tender/ RFP is self explanatory.
36.	20	CI- 21.3	In the event of breach of contract as indicated in tender or termination or suspension of services/ network, ERNET may impose a penalty of Rs. 1, 00,000/- per day or part	This clause cannot be complied. Same needs to be dropped from RFP.	No Change

			thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years.		
37.	23	CI 30	30. Termination for Convenience 30.1 The Purchaser may by written notice sent to the Bidder, 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 work under the Contract is terminated, and the date upon which such termination becomes effective.	Service Provider spends sufficient CAPEX to deliver the link & tries to recover the cost during the tenure of contract. So ERNET should not terminate the link just for its convenience. If in case customer opt to exercise "Termination for Convenience" then in such case customer shall be liable to pay the exit charges for balance period of the contract.	No Change
38.	37	CI-9	The bidder should have Annual Turnover for the last three financial Years i.e. 2009-10, 2010-11 and 2011-12 should be minimum Rs. 50 Crores.	As the tender eligibility is asking for POPs at 100 locations, order copies for 80 location MPLS, local offices in 70 cities, so the eligibility for turnover & fiber should be changed to higher levels: 1. Fiber should be 150000 km in India. 2. Turnover should be Rs.10,000 Crore. & technical marking should be amended accordingly.	No Change
39.	41		3. Network Monitoring and Measurement Services It is expected that Bidder must be able to provide real time information about network	Since Ernet is asking Service provider to deliver directly at his Customer location, We request ERNET to proactive	The CPE will be managed by Bidder & there will be No Change in the clause.

			<p>performance and usage of network by each user institutions. For providing the desired information bidder has to take the SNMP read only access of the CPE.</p>	<p>Monitor from his NMS. This will provide ERNET a control on Customer service. Further any complaint can be logged by ERNET or Customer to Service Provider.</p> <p>Kindly remove the clause for pro-active monitoring and Managed Service from Service Provider</p> <p>The CPE will be managed by Bidder or ERNET ? Because vendor can not do complete management , configuration with read only access.</p>	<p>Tender/ RFP is self explanatory.</p>												
40.	43	5.2.2	<p>Uptime Penalty in % of total Monthly payment: >=99.0</p>	<p>The Clause needs to be modified as follows :- The committed uptime is 99.5%. In case uptime is found below 99% for the reason attributable to service provider then service provider will offer service credit for equivalent outage hours found below the committed uptime level.</p>	<p>The clause may be read as: Uptime Penalty in % of total Monthly payment:</p> <table> <tr> <td>>=99.5</td> <td>0</td> </tr> <tr> <td>>98.5 to 99.5</td> <td>10</td> </tr> <tr> <td>>97 to < 98.5</td> <td>20</td> </tr> <tr> <td>> 95 to < 97</td> <td>30</td> </tr> <tr> <td>> 90 to < 95</td> <td>70</td> </tr> <tr> <td>< 90 %</td> <td>100</td> </tr> </table>	>=99.5	0	>98.5 to 99.5	10	>97 to < 98.5	20	> 95 to < 97	30	> 90 to < 95	70	< 90 %	100
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< 90 %	100																
41.	43	5.2.2(1)	<p>In case of last mile link failure ERNET POP, all the locations connected to the cloud will be treated as down and penalty, as defined above, will be applicable till all the last mile</p>	<p>As per the RFP , the Service Provider has to provide the internet link directly at ERNET's end customer , how</p>	<p>The clause may be treated as deleted.</p>												

			connectivity is restored.	will be SP responsible for failure of last mile at ERNET PoP?	
42.	43	5.3.2	Bidder to provide the prescribed fault booking, escalation chart & operational procedure in detail to enable ERNET and its Users Institutions to book the complaint on a pre-assigned number. Date, time and ticket no. of booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of circuit. Also bidder shall be responsible for providing ticket no. / Complaint no. to ERNET on report of any link problem either immediately or within 5 minutes by return Email failing which ERNET may record the downtime by its own mechanism and the same should be binding to bidder. ERNET helpdesk will also maintain the records of downtime/ other SLA parameters and the same shall be taken as reference in situation where there is ambiguity about the timing and nature of fault.	Downtime will be calculated from the time Fault is booked with SP's NOC and communicated to the end user. The downtime calculation will be as per the Monthly Fault Report submitted by the SP. In case of any concern or gap the ERNET India should intimate the SP within 7 days from the date of submission of fault report to resolve/ clarify the gaps. The SLA penalty calculations will be based on the fault report shared by the Service Provider.	No Change
43.			Due Date	Please give 15 days time to submit the bid after releasing the clarification to above queries.	The last date of bid submission may be read as: "10 days from the date of publication of the queries on ERNET Website /CPP Portal. Time: Upto 3:00 PM on the last day of submission. and Opening of Technical Bid at 03:30 PM on the same day."
44.	26	Clause 43.1	Payment Terms: Payment shall be made by ERNET India to the selected Bidder quarterly on per link basis after completion of every	Bidder request ERNET to make the payment within 15 days of Bill submission. If in	No Change

			quarter and due service certification as against the SLA and other terms and conditions of tender.	case payment gets delayed beyond the due date then Late Payment charges @ 2.5% per month shall be leived.	
45.	37		<p>The criteria for Pre-Qualifying for Responsiveness of Offers:</p> <p>The Vendor's shall have TL 9000 Certificate.</p>	<p>TL9000 is a highly specialized certification mainly for OEMs and equipment supplying vendors. Since this tender pertains to Internet Bandwidth the more relevant certifications for this tender would be ISO 27001 which ensures security of network, and ISO 20000-1 which ensures best practices in Information Technology. Moreover TL9000 can easily be replaced by ISO 9001:2008. RailTel Corporation is in possession of all these certifications namely ISO 27001, ISO 20000-1 and ISO 9001:2008. What is important and of concern to ERNET is quality of uninterrupted service and meeting of SLA conditions. Any ISP Category 'A' license holder from DOT (Dep't. Of Telecommunication) should be able to provide the service. The inclusion of clause is severely limiting the participation of large number of ISPs.</p> <p>We once again appeal to you, to get the above mentioned clause for eligibility in Tender vide no. . EI- D/Tech/49-1/2013(Pt.) be amended.</p>	<p>The clause may be read as: "The Vendor's shall have any of the following Certificates: (i) TL 9000 (ii) ISO 27001</p>
46.			Due Date	Last date of submission of bid	The last date of bid

				is 21st April 2014 but some of locations are far flung and survey for last mile connectivity on Fiber is taking time. Since we are trying our best to give end to end connectivity on fiber barring a few locations, this kind of delay is unavoidable. Also there were lot of national holidays in the week gone by and the coming week as well. We hereby request you to extend the last date of submission of bid of the above referred Tender, by at least two weeks or 15 Days.	submission may be read as: "10 days from the date of publication of the queries on ERNET Website /CPP Portal. Time: Upto 3:00 PM on the last day of submission. and Opening of Technical Bid at 03:30 PM on the same day."
47. 1	36	Cl.-.2	Only those organizations who have their own back-bone NETWORK on fiber and a valid license to operate & provide ISP services shall be eligible to participate in the tender (Documentary evidence to be submitted/included in Technical Bid)	Only those organizations who have their back-bone NETWORK on fiber and a valid license to operate & provide ISP services shall be eligible to participate in the tender (Documentary evidence to be submitted/included in Technical Bid)	The clause may be read as: " Only those organizations who have their back-bone NETWORK on fiber and a valid license to operate & provide ISP services shall be eligible to participate in the tender (Documentary evidence to be submitted/included in Technical Bid)"
48. 2	36	Cl.- 3	The Bidder should have its own NLD backbone network and National Long Distance (NLD) & VPN service provider license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India. (Documentary evidence to be submitted/included in Technical Bid)	The Bidder should have its their NLD backbone network and National Long Distance (NLD) & VPN service provider license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India. (Documentary evidence to be submitted/included in Technical Bid)	The clause may be read as: "The Bidder should have their NLD backbone network and National Long Distance (NLD) & VPN service provider license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India. (Documentary evidence to be submitted/included in

					Technical Bid)"
49.3	37	Cl. -10	Vendor's shall have TL 9000.	This clause should be deleted as this applicable only for the Mobility Service Providers.	The clause may be read as: "The Vendor's shall have any of the following Certificates: (i) TL 9000 (ii) ISO 27001
50.	16	14.3	No. of govt. client to whom Internet Lease line / MPLS Connectivity services is being provided.	We understand number of users here mean the number of customers. Can we provide Self Certified Document? ERNET to confirm the statement.	Explanation of the clause: No. of Government Customers along with copy of POs and completion Certificate as documentary proof.
51.	16	14.3, 2.2	Total no. of similar projects executed in last 03 years.	This clause is very open ended. Request you to please replace this clause with more measurable question. For Eg: Number of sites deployed for similar requirement.	Explanation of the clause: The bidder has to mention the no. of MPLS/leased line projects for internet delivery.
52.	16	14.3, 2.3	Total no. of Internet LL nodes operational as on date	As per this clause we understand the total number of Internet customers till date as per the qualifying criteria. Can we provide Self Certified Document? ERNET to confirm the statement.	Explanation of the clause: No. of Customers along with copy of POs and completion Certificate as documentary proof.
53.	16	14.3, 4.3	Latency of less than 50 msec from the CPE router to the Internet Gateway of the bidder in India and less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/USA	We understand the 50 msec latency is from CPE to PE and 300ms of latency is till the gateway of bidder in Europe and US for any site which bidder has to provide as	The clause may be read as: " Latency of less than 50 msec (80 msec in case of last mile on RF) from the CPE router to internet gateway of the bidder in India and less than 300 msec

				<p>testimony. Kindly confirm. Request ERNET to replace this clause as following: "The average latency over Internet to following destinations should be: 1. USA (East Coast): 270ms 2. USA (West Coast): 330ms 3. London: 205ms 4. Singapore: 125ms 5. Tokyo: 230ms 6. Malaysia: 150ms 7. Hong Kong: 175ms 8. Dubai: 95ms 9. China: 235ms</p>	<p>from the Internet GW of the bidder to the popular websites hosted in Europe/USA."</p>
54.	16	14.3, 5.2	Adherence to rollout plan in previous project done for ERNET.	<p>In case the bidder has not been the existing partner with ERNET, how will this clause be rated for such bidder? Please provide clarity on this</p>	<p>Tender/ RFP is self explanatory. Evaluation will be done as per TEC recommendations</p>
55.	28	54	<p>ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 20% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.</p>	<p>As per our understanding this clause stands deleted or modified to cater to the current RFP. Also, please clarify whether it is mandatory to bid for all sites?</p>	<p>The clause may be read as: "ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 10% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side,</p>

					incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.”
56.	32	Section C, 1.1	Bidders are required to provision MPLS link with Internet bandwidth to be terminated at ERNET user location through successful bidder’s PoPs.For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/ downtime report, latency etc. However it is the prime responsibility of the successful bidder to proactively monitor all the links for all the service related issues	As per our understanding, Bidder needs to deliver Internet Leased Line directly to the locations provided by ERNET with the mentioned SLA in the RFP. Kindly confirm	The clause may be read as: “Bidders are required to provision Internet bandwidth to be terminated at ERNET user location through successful bidder’s PoPs.For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/ downtime report, latency etc. However it is the prime responsibility of the successful bidder to proactively monitor all the links for all the service related issues.”
57.	32	Section C - 1.3	Successful bidder shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for erection of RF tower & implementation of RF connectivity to provide the ordered bandwidth to the user. Bidder should take necessary safety measures for erection of tower or any other work carried out at user premises and will be held	All site permissions & roof rights shall be in the scope of ERNET. ERNET should provide a letter to the bidder and the owner of the location to facilitate the feasibility and implementation of the link at the location.	Explanation of the clause : ERNET will facilitate the selected bidder in terms of writing to the user for access in the user premises and allowing the provisioning of the link.

				> 95 to < 97 15 > 90 to < 95 20 < 90 25	>97 to < 98.5 20 > 95 to < 97 30 > 90 to < 95 70 < 90 % 100
62.	43	Section E, 5.2.2	In case of last mile link failure ERNET POP, all the locations connected to the cloud will be treated as down and penalty, as defined above, will be applicable till all the last mile connectivity is restored	As per our understanding this clause stands deleted as there is no redundancy at last mile requested in RFP	The clause may be treated as deleted.
63.	61	Annexure IV, 1.5.1 Router Specs	Suggestions	The proposed CPE should be EAL 4+ certified	The proposed CPE should be EAL certified
				The Proposed CPE should be modular and able to support atleast 2 WAN Fast/Gig Ethernet ports.	No Change
				The proposed CPE should support minimum of 25 Mbps	The proposed CPE should support minimum of 25 Mbps
64.	12	8.3.1	The list of links is at Annexure-I. However, ERNET reserves the right to decrease/increase the bandwidths of the links	Please confirm that the total no. of links to be offered during the contract term are included in Annexue 1. Further what is the max. b/w required for each link	Tender/ RFP is self explanatory.
65.	12	8.3.2	Although the total price quoted by the bidders in the price format given at Annex. – III would be used to determine L1, the successful bidder/s would be required to match the lowest (L1) price in all data rate slabs offered by the other successful bidders	L1 shall be computed basis the Grand Total of all links as per Annexure III. As such the L1 bidder shall not accept the L1 prices at all data rate slabs offered by other successful bidders. Further, in such a	No Change

				scenario, the EMD/ BG of the bidder shall be returned without any deductions, or any penalty etc	
66.	12	8.3.3	To have better reachability and redundancy, ERNET will award the complete work between L1, L2 and L3 in the ratio of 50:30:20 (to the approximation possible) on the final L1 rates. In case of only two successful bidders the complete order will be awarded in the ratio of 70:30 with other terms and conditions remains the same. The ratio proportion will be evaluated at the completion of every year of service and accordingly be readjusted subject to technical feasibility and service performance. Also, in the event of only one successful bidder, all the links may be awarded to a single bidder. ERNET reserves the right to cancel the Tender process at any stage during the Tender Process	The bidder reserves the right to not accept the L1 price. In such a scenario, the EMD/ BG of the bidder shall be returned without any deductions, or any penalty etc	No Change
67.	17	14.3	Technical Evaluation - General Capabilities - Acceptance of all tender terms and conditions other than pre-qualifying and basic terms & condition. Bidders to get technically qualified have to score min. 70% marks in individual sections (1 to 5) as well as in sum total of all the sections	The bidder reserves the right to submit deviations & non compliance as per clause 2. In such a scenario achieving a min. 70% score in individual score shall not be possible under General Capability section	Tender/ RFP is self explanatory.
68.	20	20.1	The Purchaser reserves the right at the time of award of Contract to vary the number of links specified in the Schedule of Requirements without any change in price or other terms and conditions	Changes in no. of links shall be subject to technical feasibility to be carried out by Bidder. Further, the CPE prices shall be applicable as per the prevailing market rates at the time of	No Change

				placement of the purchase order. CPE prices are based on the USD to INR conversion rate on the date of proposal.	
69.	20	21.3	In the event of breach of contract as indicated in tender or termination or suspension of services/ network, ERNET may impose a penalty of Rs. 1, 00,000/- per day or part thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years	The penalty applicable shall be as per the agreed SLAs only. In case of termination or suspension of service no penalty shall be applicable	No Change
70.	21	23	If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the specific purchase order from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated	Request to apply LD on the contract value of the delayed link only & not on the entire contract value	The clause may be read as: "If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of undelivered sites from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated"
71.	23	30	Termination for Convenience	In the event of termination for Convenience the purchaser will be liable to pay the balance contract value as pre-termination charges	No Change

72.	23	31.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 33.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar goods. However, the Bidder shall continue performance of the Contract to the extent not terminated	Bidder will not take the liability towards excess costs for similar services in the event of termination.	No Change
73.	23	32	Price Fall	However, this shall be applicable only in case of orders having same bandwidths and being offered to same segment customers on same access media	No Change
74.	27	48.1	ERNET will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of ERNET anywhere in the country without prior written consent of ERNET.	Kindly note that Bidder does not provide services exclusively to ERNET. Bidder retains all its rights including intellectual property rights in its know how and information and the same can be used by it in providing similar or identical services to any other customer including competitor of ERNET. However, any confidential information provided by ERNET will not be used for any other customer except for the purpose of fulfilling Bidder's obligations and providing services under the Contract	No Change

75.	28	51	Duration of the order	Annual reduction of 15% is high. Request please reduce this to 10%	No Change
76.	28	53.1 (a)	Order Cancellation	The delivery period should account for the additional period offered by ERNET plus the time period allowed (5 weeks) under the LD clause 23	No Change
77.	28	54	ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 20% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.	Bidder will provide service only at the Bidder's PoP location cities. (List Attached). Further, among these PoP cities also it is possible that more than 20% of sites are non-feasible for a given purchase order.	The clause may be read as: “ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider must not give more than 10% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.
78.	32	Section C - 1.3	Successful bidder shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for erection of RF tower & implementation of RF connectivity to provide	All site permissions & roof rights shall be in the scope of ERNET	Explanation of the clause : ERNET will facilitate the selected bidder in terms of writing to the user for access in the user premises and

			the ordered bandwidth to the user. Bidder should take necessary safety measures for erection of tower or any other work carried out at user premises and will be held responsible for any loss or accident due to any lapse on such ground as may be decided by ERNET. Also bidder should be responsible for safety of the personnel employed for any work under this contract and / or any labour laws as may be applicable in the region		allowing the provisioning of the link.
79.	56		AnnexureII	Please let us know how the L1 calculation be done. The price format is only a rate card without any corresponding qty. and as such cannot calculate the total contract value. Further, do we need to submit separate Annexure II for all 44 sites. If yes, how will the L1 be calculated	Tender/ RFP is self explanatory.
80.	48		Please provide the detailed addresses of the locations		Detailed Addresses already given in the Tender/RFP.
81.	17	5.1.2	Each Circuit Uptime % on Monthly basis 99.5%	Request you to please relax the SLA to 99% for the Tier 3 locations as mentioned in "MTTR Details and Proposed Uptime" sheet of this workbook.	No Change
82.	42	26.1	The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with the Purchaser's prior written consent.	Tata Communications requires any assignment to an Affiliate or under a scheme of arrangement/ amalgamation duly approved by the Court should be exempted from such	ERNET will abide/accept any such order/ruling issued by Government/Court subject to production of documentary proof.

				consent.	
83.	24	34.1	Successful Bidder shall protect and fully indemnify ERNET from any claims for infringement of patents, copyright, trademark or the like.	Tata Communications do not deal in any IPR and hence the indemnity cannot be provided and it is not applicable.	No Change
84.	24	34.2	Successful Bidder shall also protect and fully indemnify the ERNET from any claims from successful Bidder's workmen/employees, their heirs, dependance, representatives etc or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.	Tata Communications do not deal in any IPR and hence the indemnity cannot be provided and it is not applicable.	No Change
85.	25	39.1	The Parties herein agree that ERNET India shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and ERNET India, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of ERNET India. The Bidder covenants to be bound by the decision of ERNET India without any demure in such an eventuality.	Tata Communications proposes It should be judged on SLA parameters.	Tender/ RFP is self explanatory.
86.	10	4.1	The Bid shall be valid for a minimum period of 180 days from the last date of bid submission indicated in clause 3.1 – Section-B. Bidder should submit an undertaking in this regard. The Undertaking should be as part	Request Ernet to share the Undertaking format if any.	Explanation of the clause: No specific format for ERNET India.

			of the Technical Bid.		
87.	11	8.2.9	Bill of material with equipment details required to complete the project along with exact quantity for single user location.	Please elaborate what does Single user location hereby mean ?	Explanation of the clause: The user location where Internet is to be delivered
88.	12	8.3	Recurring charges for each of the MPLS link (Annexure-I) with Internet bandwidth as per data slab given in price bid format.	Please elaborate whether MPLS or Internet leased line is required & also amend the same accordingly.	The clause may be read as: “Recurring charges for each of the link (Annexure-I) with Internet bandwidth as per data slab given in price bid format.”
89.	12	Clause 8.3.1	The list of links is at Annexure-I. However, ERNET reserves the right to decrease/increase the bandwidths of the links.	As per annexure-I there are 44 locations only and total B/W is amounting to approx 234mbps. Ernet has asked for rate contract on BW from 2 Mbps till 20 Mbps - The sample sites shared has BW from 2 Mbps till 20 Mbps only. In order to understand the scope of work involved for various bandwidth requirement, request ERNET to confirm whether it is location specific tender or may add more locations later.	Explanation of the clause: It is a location specific tender for Internet delivery at the user end.
90.	12	8.3.3	To have better reachability and redundancy, ERNET will award the complete work between L1, L2 and L3 in the ratio of 50:30:20 (to the approximation possible) on the final L1 rates. In case of only two successful bidders the complete order will be awarded in the ratio of 70:30 with other terms	Please ellaborate the process of L1, L2 & L3 on the process of site allocation. Will the lot of Ernet locations be given to L1, L2 & L3 at the same time or first it will be	Explanation of the clause: Orders will be placed on the basis of terms and conditions specified in the clause subject to the feasibility of complete sites received from the successful

			and conditions remains the same. The ratio proportion will be evaluated at the completion of every year of service and accordingly be readjusted subject to technical feasibility and service performance. Also, in the event of only one successful bidder, all the links may be awarded to a single bidder. ERNET reserves the right to cancel the Tender process at any stage during the Tender Process.	given to L1 and then to L2 and then to L3 ?	bidders
91.	14	14.1ERNET reserves the right to modify the Evaluation process at any time during the tender process, without describing any reason, whatsoever, and without the requirements of intimating the bidders of any such change.	Request Ernet to share the Evaluation process in advance and not change the process in between	No Change
92.	16	1.3	No. of govt. client to whom Internet Lease line / MPLS Connectivity services is being provided.	Request Ernet to allow Govt/ Corporate/ PSUs.	Government here means Central & State governments & their organizations.
93.	16	1.3	No. of govt. client to whom Internet Lease line / MPLS Connectivity services is being provided.	The Weightage points are showing users - Pls elaborate what does User here mean	Tender/ RFP is self explanatory.
94.	16	2.2	Total no. of similar projects executed in last 03 years.	Pls confirm similar project here mean Internet leased line or MPLS service.	Explanation of the clause: The bidder has to mention the no. of MPLS / leased line projects for internet delivery.
95.	16	2.3	Total no. of Internet LL nodes operational as on date	Pls confirm what does Internet node here mean ?	Explanation of the clause: Point where internet services have been delivered and are operational as on date.
96.	16	3.3	Acceptance of all tender terms and conditions other than pre-qualifying and basic terms &	Please share which are the basic T&Cs.	Tender/ RFP is self explanatory.

			condition.		
97.	16	3.3	Acceptance of all tender terms and conditions other than pre-qualifying and basic terms & condition.	Can Service provider quote with deviations or not ? As per the tender clause 2.2., Deviations are allowed However, the weightage points will be 0 if we quote deviations. Also we will not meet the technically qualified percentage score for this section i.e 14. Request Ernet to modify this clause.	Tender/ RFP is self explanatory.
98.	17	4	Service Level Agreement offer		
99.	17	4.1	End to end network availability (99%) (to be calculated on monthly basis) with respect to ERNET router at PoP with remote teleport of bidder	As per industry standard the Network availability provided on RF is 98.5% and on Fiber is 99%. Hence requesting Ernet to modify the Uptime availability basis connectivity medium.	The clause may be read as: "End to end network availability (99.5%) (to be calculated on monthly basis) between CPE and remote teleport of bidder."
100.	17	4.3	Latency of less than 50 msec from the CPE router to the Internet Gateway of the bidder in India and less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/USA	Please Ellaborate Ernet router is kept at which location. The latency <50ms from the CPE router to the Internet Gateway of the bidder in India and less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/USA. how will Ernet check this latency. As per industry standard Latency measured from PoP to PoP instead of CE to PE.	The clause may be read as: " Latency of less than 50 msec (80 msec in case of last mile on RF) from the CPE router to internet gateway of the bidder in India and less than 300 msec from the Internet GW of the bidder to the popular websites hosted in Europe/USA."

				Also request Ernet to amend latency to <80ms from the CPE to the Internet gateway.	
101.	17	5	Project planning and implementation		
102.	17	5.1	Comprehensiveness Project planning methodology	The exact location details are not available hence tentative project plan methodology can be shared. Pls confirm.	Explanation of the clause: Exact locations mentioned in the tender
103.	17	5.2	Adherence to rollout plan in previous project done for ERNET.	We have not provided any services to Ernet earlier hence requesting Ernet to allow us to bid in this RFP. 12 Points are allotted for the same which does not allow us to Qualify in this section. Request Ernet to modify this clause to incorporate new players.	Tender/ RFP is self explanatory. Evaluation will be done as per TEC recommendations
104.	20	20.1	The Purchaser reserves the right at the time of award of Contract to vary the number of links specified in the Schedule of Requirements without any change in price or other terms and conditions.	As per the clause Ernet has the right to change the number of links specified in the Schedule of Requirements so it is suggested the ERNET should share the complete list of locations where the connectivity is to be provided as it has direct impact on commercials	Explanation of the clause: ERNET reserves the right to award any set of locations within the total given location subject to confirm feasibility of links.
105.	25	40.2	If the Bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by ERNET, it will be construed as a breach of	Is it per site basis or on total ?	Explanation of the clause: It will be based on the nos of undelivered sites

			contract and suitable Liquidated Damages would be levied.		
106.	25	40.4	This is a regular service area of ERNET, it must be understood that the Bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The Bidder will be required to supply, install and enable services at all the locations within 10 weeks from the date of placement of purchase order.	If some location are non feasible then can the service provider deliver partial locations ? Pls confirm.	Tender/ RFP is self explanatory.
107.	26	41.2	ERNET would be carrying out tests to see if the ordered connectivity and bandwidth has been delivered successfully or not within a period of one week from the date of delivery confirmation from the vendor side for acceptance or rejection of any link. The billing cycle will start after successful acceptance of individual links from ERNET side.	Please provide the Ernet testing procedure	Explanation of the clause: Testing will be done based on SLA parameters
108.	27	50.1	A detailed project implementation schedule should be provided, clearly mentioning the various stages of implementation and the milestones thereof. Processes involved in project management should be clearly mentioned and should include the following: § Project Plan § Project management § Single point of contact § Fortnightly reports § Backup arrangements and procedures § Technical support at all locations § Process for adding new nodes, upgrading and purchasing The process and standard operating	Is Ernet looking for MPLS services or Internet services? Pls confirm.	Explanation of the clause: It is delivery of Internet services

			<p>procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available. The provider should clearly mention the expected roles and responsibilities of user institute's Management personal and the expected roles and responsibilities of ERNET networking staff.</p> <p>In case the Service provider's MPLS POP or control center goes down or any other major break down happens, backup arrangements should be provisioned to reduce the impact of it on ERNET's circuits.</p>		
109.	28	51.1	<p>The duration of the contract would be valid for a max. of period of five (5) years with an annual reduction of 15% on the recurring charges after the completion of every service year from the date of final acceptance of respective link issued by ERNET India. The Bidder must note that after acceptance of the desired network architecture and connectivity up-to end location on the required speed by ERNET, it has to be kept operational for the duration of contract or any date mentioned in the termination notice to be issued from ERNET side. The order can be further extended by another six (6) months on mutual consent subject to acceptability of all tender terms and conditions.</p>	<p>The annual reduction of 15% is too high and is not as per the market standard.Request Ernet to reduce this %age to 10%</p> <p>The reduction will be basis mutual discussion & market trend and cannot be committed today.Request Ernet to modify this clause.</p>	No change
110.	29	54	<p>ERNET will ask for feasibility of individual links from the successful service providers before placing the final order. The above is subject to the condition that service provider</p>	<p>Pls elaborate what will be the process of sharing the locations to L1, L2 & L3 bidder ? The Scope of this Tender is the</p>	<p>Explanation of the clause:</p> <p>Orders will be placed on the basis of terms and conditions specified in the</p>

			must not give more than 20% sites as non-feasible out of the total given sites in any single quarter failing which it will be treated as breach of contract. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio.	44 locations Mentioned in Tender Document or there will be undisclosed locations also?	clause subject to the feasibility of complete sites received from the successful bidders.
111.	32	1	Scope of Work		
112.	32	1.1	Bidders are required to provision MPLS link with Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs. For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/ downtime report, latency etc. However it is the prime responsibility of the successful bidder to proactively monitor all the links for all the service related issues.	The service required by Ernet at each location is Internet leased line - Pls confirm. Whether proactive monitoring required or not ? Pls confirm	Explanation of the clause : (i) The service required by Ernet at each location is Internet Bandwidth. (ii) Yas, the proactive Monitoring is required.
113.	32	1.2	The Bidder must provide Ethernet over Copper/ RF/ Fiber connectivity. (For locations of 2 Mbps the last mile can be on copper/ fibre/ RF and for 4 & 6 Mbps the last mile can be on fibre/ RF.) All the links above 6 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances	As industry practice nowadays the RF last mile is acceptable for higher bandwidths too till 40- 50Mbps. Hence request and allow Bidder to quote RF till atleast 10 Mbps Bandwidths. Pls confirm. Also confirm how many 6	The clause may be read as: " All the links above 8 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 20 % of total ordered circuits at any single point of

			subject to upper limit of around 20 % of total ordered circuits at any single point of time during the complete period of contract for single service provider. In case of future upgrades beyond 6 Mbps, the bidders had to bear additional one-time cost of migration to fiber. "	Mbps links expected in future ?	time during the complete period of contract for single service provider."
114.	32	1.3	Successful bidder shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for erection of RF tower & implementation of RF connectivity to provide the ordered bandwidth to the user. Bidder should take necessary safety measures for erection of tower or any other work carried out at user premises and will be held responsible for any loss or accident due to any lapse on such ground as may be decided by ERNET. Also bidder should be responsible for safety of the personnel employed for any work under this contract and / or any labour laws as may be applicable in the region.	<p>In case of RF/ Wireline Mux installation at site if the Landlord demands rent for Tower/Pole installation who will bear the Cost. As per the industry practice thereof top, building permission is customer responsibility. Request Ernet to provide the requisite permissions.</p> <p>The locations are not shared hence concluding how much the land lord can charge is also un known. Hence quoting commercials will be a challenge. Please clarify.</p> <p>The UPS power, AC, Earthing, Space, roof top , cable laying etc to be provided by Ernet. Pls confirm</p> <p>In Building Permissions: Please confirm in case of RF roof top permissions will be customer responsibility or VF?</p>	Explanation of the clause : ERNET will facilitate the selected bidder in terms of writing to the user for access in the user premises and allowing the provisioning of the link.
115.	32	2	Deliverable		

116.	32	2.4	Committed Internet connectivity to nodes on end to end basis for the ordered locations.	<p>Please ellborate what deos end to end basis here mean here. LAN at end locations will be the SoW of Enet, pls confirm.</p> <p>Also pls confirm what configuration required on the CPE level for the end user ?</p>	<p>Explanation of the clause:</p> <p>Tender is for delivery of Internet link at the user sites as indicated.</p>
117.	32	2.4	Bidders should ensure internet connectivity/ browsing from one node to other nodes. For the purpose, bidder should be required to coordinate with ERNET team and end customer to ensure successful running of any desired services on the delivered network. Bidder shall be responsible for providing Internet bandwidth from their PoPs and be responsible for Internet dataflow up to end location. However ERNET will provide the Public IP pool for individual user links which needs to be announced / advertised by successful bidders for upstream communication.	<p>As per our understanding, Ernet is looking for Internet leased line services at each node. Pls confirm.</p> <p>Please ellaborate what is required from Node to Node communication ?</p> <p>Please ellaborate what services will be running on these desired links ?</p> <p>Ernet will provide the Public IPs - Pls share how many IPs will be provided per location wise and what is the configuration required in the CPE router at each location.</p>	<p>Explanation of the clause:</p> <p>The bidder has to provide Minimum of /29 IPv4 & /56 IPv6 addresses for each user location</p>
118.	33	2.5	The bidder should proactively monitor complete network (end-to-end) and register the complaints for any issue in the network by taking the SNMP read only access of the CPE.	<p>Who (Enet/ Bidder) will configure the CPE device installed at customer location?</p> <p>The Bidder requires the Read Write control on the</p>	<p>Tender/ RFP is self explanatory.</p>

				CPE devices if he is providing & configuring the CPE devices ? Pls modify the clause accordingly.	
119.	33	2.7	The bidder should be able to provide online portal access for viewing real time health of the link, bandwidth utilization, uptime/downtime and all other SLA parameters	As per the industry practice, We can provide Web based portal wherein Ernet personal can login with login credentials and check health of the link with parameters like - Bandwidth utilization, Availability in near real time basis (i.e. delay of 5 min). These reports are Info vista reports. Requesting Ernet to confirm, Also Please elaborate what all other SLA parameters required for online portal.	Tender/ RFP is self explanatory.
120.	36	Section D-Pre Qualification, Clause 3.	The Bidder should have its own NLD backbone network and National Long Distance (NLD) & VPN service provider license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India.	Pls share which license copy is required for VPN services ?	Explanation of the clause: ISP licence and NLD Licence from DOT will be required. Copy to be attached.
121.	37	Section D-Pre Qualification	The bidder should submit the 3 order copies and their Letter of Execution / Completion Certificate from at least 3 existing customers to whom the vendor has been providing lease line/MPLS VPN services for last 2 years. Out of the 3 submitted order copies, 2 orders should be for connecting at least 50 locations and 1 order for 80 locations for each	Can we furnish PO copy of customers which are less then 2 year old but greater then 3 months ? Requets Ernet to modify this clause.	The clause may please be read as "The bidder should submit the 3 order copies and their Letter of Execution / Completion Certificate from at least 3 existing customers to whom the vendor has been providing

			customer. (Documentary evidence to be submitted/included in Technical Bid)		lease line/MPLS VPN services in last 2 years. Out of the 3 submitted order copies, 2 orders should be for connecting at least 50 locations and 1 order for 80 locations for each customer. (Documentary evidence to be submitted/included in Technical Bid)
122.	32	2.4	Committed Internet connectivity to nodes on end to end basis for the ordered locations.	Please ellborate what deos end to end basis here mean here. LAN at end locations will be the SoW of Ernet, pls confirm. Also pls confirm what configuration requred on the CPE level for the end user?	Explanation of the clause: Tender is for delivery of Internet links at the user sites as indicated.
123.	40	2	General Networking Requirement		
124.	40	2	Flexibility The ERNET network should be designed in a way to meet the demands of growth in IP traffic as well as the uncertainty in scale and timing of research projects.	Please elaborate the clause.	Explanation of the clause: The requirement is for delivery of Internet services for both IPv4 and IPv6 traffic.
125.	41	1.1	To provide primarily Data services both IPv4 as well as IPv6 and allow Internet traffic flow for all types of services”.	Please ellaborate what is the SoW of service provider for IPv4 & IPv6 part.	Explanation of the clause: Tender is for delivery of Internet links at the user sites as indicated.
126.	41-42	3	It is expected that Bidder must be able to provide real time information about network performance and usage of network by each user institutions. For providing the desired	The NMS installed by Bidder is centrally accessed by the customers using login credentials on Near real time (No Change

			<p>information bidder has to take the SNMP read only access of the CPE. The Web Based Network Monitoring Portal of the bidder should have the following features: The portal should be capable of inter working with SNMP agents of routers supplied as well as existing routers. The portal should offer GUI and Web browser based interaction for the user. IT portal should be possible to monitor the complete network from a single point Portal should provide the statistics regarding resource utilization and status of the network Portal should be able to detect the number of active and faulty links and routers on the network at any given time. Portal should offer tabular information giving percentage uptimes of individual links on a monthly basis.</p>	<p>delay of 5 Min). It contains Infor vista reports for parameters like Availability, Utilisation. Request Ernet to modify the clause.</p> <p>SNMP Read only access to CPE routers can be extended to Ernet if CPE is provided by Bidder since he has to configure the CPE device.</p> <p>Pls ellaborate which existing routers are available - Router make, model & IOS on the routers ?</p> <p>The NMS installed will share link wise details and customer to choose the link/circuit id instaed of the complete network from single point. Request ernet to amend this clause.</p> <p>The web portal cannot give faults in the network, It can only suggest whether the link is down or up , Bandwidth utilisation per link. Hence request Ernet to amend the clause.</p> <p>The NMS cannot detect the number of faulty links or routers at any given time. the customer to check each circuit</p>	
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				and see its status. Request Ernet to amend the clause.	
127.	42	4.1	Scalability The network should be scalable to gigabit speeds, which should happen without much disruption to the already set-up operational network.	Our network is designed for catering to Gigabit speed and hence scalable. As per the details specified in the tender, the 44 sites cummmulative BW is only ~20Mbps & hence requesting more details on how scalability to Gigabit speeds are required.	The clause may be treated as deleted.
128.	42	4.2	Security The successful Bidder will submit a security policy at the time of award of the contract for consideration of ERNET. Based on feedback, security policy will be implemented by the Bidder.	Pls ellaborate which security policy is required on award of the contract.	The clause may be read as: “The successful Bidder will follow the norms and guidelines as issued by TRAI , DOT , CERT-In or any other law enforcement agency.”
129.	42	5	Service Level Agreement (SLA)		
130.	43	5.1.4	Average Time to Repair Link Failure- If the repair is of service nature then < 4 Hours. If the Repair/Replacement of CPE/MUX is required (as per ERNET observation) then - 12 hours. (MTTR from each link until CPE)	In case if Fiber cut then we think the MTTR is <12 hours, Pls confirm	No Change
131.	43	5.1.7	Link Fail over/redundancy occurs- - within 120 ms	Pls clarify what does Link fail over/ Redundancy here mean ?	The clause may be treated as deleted.
132.	43	5.2.2	In case of last mile link failure ERNET POP, all the locations connected to the cloud will be treated as down and penalty, as defined above, will be applicable till all the last mile connectivity is restored	Is Ernet looking for MPLS services in Hub & spoke architecture or Internet services across each node ? Pls ellaborate as how all links	The clause may be treated as deleted.

				will be considered as down when Ernet PoP menat only for monitoring goes down ? Also Request Ernet to reconsider the design as it is impacting all locations in case one location goes down.	
133.	44	5.2.3	MTTR, Packet loss and Link failover will be calculated as per ERNET decision.	MTTR, packet loss will be considered basis the Trouble ticket logged by Ernet at the Bidder NOC. Pls confirm. For The link failover - Pls ellaborate	No Change
134.	44	5.4	Restoration of Faults On receipt of complaint, Bidder shall make best efforts to localize the fault and restore the same at the earliest. The user institution shall provide all necessary support for enabling testing of the circuit. Circuit shall be presumed to be restored when the Bidder has tested the circuit to the satisfaction of ERNET. The fault duration shall be accounted accordingly. It will be the responsibility of the Bidder to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. The link will be treated as restored as soon as Bidder is able to show end to end loss free clean data transfer using test instruments.	Once the circuit is restored, Bidder will inform Ernet & request Ernet to check the connectivity test using extended Ping and confirm for closure of the fault ticket. Pls confirm.	Accepted
135.	53	Annexure III	PRICE FORMAT	Please confirm how many links on each Bandwidth will Ernet provide to L1, L2, L3 bidder ?	Tender/ RFP is self explanatory.

136.			Feasibility Related issues: Most of officer at the sites given by the ERNET are aware about this tender. So, there is problem in getting the feasibility done. And at some location given by the ERNET the details are wrong.	Please provide the correct contact details.	Details are already in the tender.
137.	12	8.3.2 & 8.3.3	Although the total price quoted by the bidders in the price format given at Annex. – III would be used to determine L1, the successful bidder/s would be required to match the lowest (L1) price in all data rate slabs offered by the other successful bidders. To have better reachability and redundancy, ERNET will award the complete work between L1, L2 and L3 in the ratio of 50:30:20 (to the approximation possible) on the final L1 rates. In case of only two successful bidders the complete order will be awarded in the ratio of 70:30 with other terms and conditions remains the same. The ratio proportion will be evaluated at the completion of every year of service and accordingly be readjusted subject to technical feasibility and service performance. Also, in the event of only one successful bidder, all the links may be awarded to a single bidder. ERNET reserves the right to cancel the Tender process at any stage during the Tender Process.	In case successful L2 & L3 Bidder is unwilling to match the L1 price, it can withdraw from the bid, without incurring any commercial loss or penalty. Notwithstanding anything to the contrary, such withdrawal will not be treated as a breach by the Bidder, and the complete EMD of the Bidder shall be returned forthwith	Explanation of the clause: After opening the Commercial the L2 and L3 (if any) will be given the option to match the L1 price failing which the bids will be rejected and the subsequent lower bidder/bidders will be given the option.
138.	20	21.3	In the event of breach of contract as indicated in tender or termination or suspension of services/ network, ERNET may impose a penalty of Rs. 1, 00,000/- per day or part thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years.	Please modify the clause as follows: a) “Subject to applicable laws, in the event of willful abandonment of services by the Bidder which results in termination or suspension of services or network by the	No change

				<p>Bidder, without provision of prior written notice to ERNET, ERNET may impose a penalty of Rs. 1,00,000/- per day or part thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years. Notwithstanding anything to the contrary, this provision shall be without prejudice to the rights of Service Provider to terminate the Agreement or suspend the services or network due to non-payment of fees by ERNET in a timely manner, and Ernet agrees that it shall not blacklist Service provider or impose any penalties on Bidder if Bidder terminates the Agreement or suspends services on account of non-payment of fee due in a timely manner.</p> <p>b) Neither Party shall be liable to the other Party for any incidental, indirect, consequential, special or exemplary loss or damages, or for loss of profits or loss of anticipated profits. Notwithstanding anything to the contrary, the maximum aggregate and cumulative</p>	
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				<p>liability under this Agreement (whether in contract or in tort), of Bidder and Ernet to one another, in each 12 month period (the first such period commencing on the date of this Agreement and ending at close of business on the day before the first anniversary of this Agreement), shall not exceed a sum equal to 100% of the aggregate value of all charges payable under this Agreement to Service Provider during that period.</p>	
139.	24	32.1 & 32.2	<p>The prices charged for the bandwidth and services supplied under the Contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells the bandwidth and services or offers to sell bandwidth and services of identical description to any persons/ organizations including the purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt. as the case may be during the currency of the Contract. Non-compliance to this will be treated as breach of contract.</p> <p>If any time during the said period the Bidder reduces the sale price, sells or offers to sell such stores bandwidth and services to any person/ organization including the Purchaser or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price</p>	<p>The prices charged for the bandwidth and services supplied under the Contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells the bandwidth and services of identical description to any persons/ organizations including the purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt. as the case may be during the currency of the Contract, provided that in making the comparison, pricing shall be compared for the entire scope of supply and services under this Contract taken as a whole,</p>	No Change

			<p>chargeable under the Contract, he shall forthwith notify such reduction of sale or offer to sell to the Purchaser and the price payable under the contract for the bandwidth and services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.</p>	<p>for the same calendar years, same duration of Contract, same geographical locations, same volume, same service levels, and terms and conditions. If at any time during the Contract period the Bidder reduces the sale price, sells or offers to sell such bandwidth and services to any person/ organization including the Purchaser or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction of sale or offer to sell to the Purchaser and the price payable under the Contract for the bandwidth and services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced; provided however, in the event the deviation in pricing exceeds eight percent (8%), Bidder may terminate the Contract upon providing thirty (30) days prior written notice, without any further liability.”</p>	
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140.	25	39.1	<p>The Parties herein agree that ERNET India shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and ERNET India, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of ERNET India. The Bidder covenants to be bound by the decision of ERNET India without any demure in such an eventuality.</p>	<p>The Parties herein agree that the performance(s) of the Bidder components(s), either primary and or final with regard to the Acceptance Testing of link shall be as per the parameters set out in the tender for link setup, which includes Bandwidth and QoS, failing which ERNET, without any liability whatsoever, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, either during or post test period. ERNET shall inform Service Provider about its decision to accept or reject, within thirty (30) days of completion of Acceptance Testing</p>	<p>Explanation of the clause: Will be evaluated as per the SLA and contract agreement</p>
141.	27	48.1	<p>ERNET will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of ERNET anywhere in the country without prior written consent of ERNET.</p>	<p>ERNET will request a clause that prohibits the Bidder from using any Confidential Information or proprietary know-how of ERNET gained by Bidder while providing services under this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of ERNET anywhere in the country, without prior written consent of ERNET.</p>	<p>No Change</p>

142.	21	23	<p>Liquidated Damages and Penalties</p> <p>If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the specific purchase order from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated.</p>	<p>Request the customer to this clause by putting the penalty to the cost of the undelivered sites rather than putting 2% on the total cost of the specific purchase order from the Bidder for each week of delay.</p>	<p>The clause may be read as:</p> <p>"If there is any delay in the implementation of the link / network due to Bidder's fault from schedule furnished by the Bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of undelivered sites from the Bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated"</p>
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- All other terms and conditions of the tender/RFP remain unchanged otherwise amended or mentioned above.