

Pre Bid Queries for "A RATE CONTRACT FOR SITC AND MANAGEMENT OF MPLS VPN LINKS FOR TPCODL, ODISHA" against Tender Enquiry No. TPCODL/P&S/100000245/2022-23				
Sl. No.	Detailed Reference to Tender Document. Please specify Document No / Clause No / Page No	Description as per Bid Document	Pre-bid Queries	Reply to Pre-bid Queries
1	Annexure VII Scope of Work & Service Level Agreement	Installation, commissioning, configuring of the link and hardware (Modems, Mast, Router, Cabling, etc.).	If CPE services are within our scope, we request TPCODL to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence TPCODL will receive separate invoices	CPE including router is in the scope of the bidder to be charged as part of monthly charges
2		Additional	We request TPCODL to note that Bidders standard time frame for and inspection testing of Equipments is 14 days from date of commissioning	Acceptance shall be given site wise separately in a batch for all erected sites maximum within 2 weeks period from date of link availability communication by the bidder
3		Additional	Request TPCODL to note that in case of DDOS, TPCODL may get 2 separate invoices for same period from two separate entities i.e JPL and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS	Tender Clause stands
4	Annexure VII: Scope of Work	During installation and during Contract period, if any damage is done to TPCODL / 3rd party property during execution of work or subsequently, the bidder has to replace/ make good the damaged property at its own cost and pay compensation, if any. Bidder shall to adhere safety policies of TPCODL.	We understand that the same is limited only to the extent such damage is caused due to and solely attributable to the bidder while at the premises of TPCODL. Kindly confirm.	Tender Clause stands
5	Annexure VII: (Termination)	Either Party (the Non-Defaulting Party ) may terminate a Service upon written notice of termination to the other Party ( Defaulting Party ) if i. The Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party	The clause related to termination for non performance by bidder is very broad and open ended. Since these are regulated telecommunication services, request you to limit the cancellation event on the part of the bidder to cure any non performance of 3 consecutive SLA measurement periods despite being given a 30 day prior written notice to cure the breach and where the bidder has failed to cure the breach.	Tender Clause stands

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6	Annexure VII	Service Level Agreement (SLA)	<p>Requesting Customer to please add exclusions to Service Levels as follows:</p> <p>Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:</p> <p>I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of bidder through the process defined by bidder of a Service Disruption</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by bidder.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the bidder personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p> <p>ix. Planned repairs, modifications or maintenance notified to <u>Customer in advance.</u></p>	Tender Clause stands
7	GCC (3.8)	Contract documents	Since the scope of the RFP includes provision of regulated services, request you to add reference to CAF as the governing document for regulatory clauses	Tender Clause stands
8	Additional	Documents to be executed by Customer	<p>1.The Provision of services by the bidder and use of the same by the Customer will be as per T&amp;C of the unified license, in compliance with applicable laws.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.</p>	Tender Clause stands

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9	Annexure VII: Scope of Work	Network monitoring system should be deployed at TPCODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality.	<p>All ISP's/TSP's have created their own Network Operation Centre (NOC) with their own set of NMS, ticketing &amp; CRM tools through which they monitor &amp; manage their links remotely. The same services can be extended to TPCODL as well, still maintaining logical separation between customers. Request TPCODL to allow monitoring &amp; management of TPCODL links remotely by ISP /TSP /Bidder from their own NOC, which will save huge cost on Tools, Infra and Manpower.</p> <p>Please confirm the acceptance of our request.</p>	<p>Tender clause is to be read as follows.</p> <p>Access to the Network monitoring system, CRM tools for self services should be provided to TPCODL for fault and performance monitoring. NMS should support Web based access and remote management functionality.</p>
10	Annexure VII: Scope of Work	Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.).	<p>We understand that the bidder / ISP/TSP should provide the Router on which the link needs to be terminated.</p> <p>Would request TPCODL to confirm our understanding.</p>	CPE including router is in the scope of the bidder to be charged as part of monthly charges
11	Annexure VII: Scope of Work	The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost	<p>We would request TPCODL to provide / extend assistance of their local electrical and civil teams if required by the Bidder for power &amp; civil related requirements.</p> <p>Please confirm the acceptance of our request.</p>	Tender Clause stand
12	Annexure VII: Scope of Work	The backbone architecture of the bidder should be in Fibre Ring with self-healing capability. The backbone should be bidder's own infrastructure and not in a shared fashion. A self-declaration document to be submitted by bidder in this regard along with bid document	<p>Sify has created its own backbone network by hiring fibers from multiple providers, on long term irreversible contracts, between its multiple locations thereby creating a highly meshed &amp; redundant network wherein there is no dependency on any single provider.</p> <p>By this definition given by TPCODL, the provider who is lending their network to Sify is also using a shared backbone.</p> <p>For wider participation by experienced firms having the requisite expertise which would facilitate TPCODL to receive competitive bids we would request TPNODL to amend the clause as suggested herewith:</p> <p><i>The backbone architecture of the bidder should be in Fibre Ring with self-healing capability. The backbone should be bidder's own or on leased infrastructure. A self-declaration document to be submitted by bidder in this regard along with bid document.</i></p>	Tender Clause stands

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13	Annexure VII: Scope of Work	Bidder should ensure that major security features against attacks as mentioned below are implemented in their network :  # Protection against all kinds of attacks, # Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.	We would request TPCODL to remove this clause as the same is not applicable for MPLS networks.	Tender Clause stands
14	Annexure VII: Scope of Work	Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP.	Requesting TPCODL to extend their building existing earthing to the electronics used by the ISP to provide the connectivity as per standard industry practice.  Please confirm the acceptance of our request.	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing
15	Annexure VII: Scope of Work	Bidder needs to provision low-latency (< 30ms ),and low jittering (< 10 ms) highly reliable, high-speed Links	The industry standard SLA is mentioned below ... # Jitter : ≤ 45 ms and # Latency : ≤ 80 ms  To align with industry wide standard for similar projects we would request TPCODL to amend the clause as suggested below: <i>Bidder needs to provision low-latency (&lt; 80ms) and low jittering (&lt; 45ms) highly reliable, high-speed Links.</i>	Tender clause is to be read as follows.  Bidder needs to provision low-latency ( ≤ 80ms ),and low jittering ( ≤ 45 ms) highly reliable, high-speed Links.
16	Annexure VII: Service Level Agreement (SLA)	Restoration time - 2 Hrs	To align with industry wide standard for similar projects we would request TPCODL to amend the requirement as suggested below:  <i>Restoration time - 4 Hrs for Manned city and 4 Hrs + Travel time for unmanned city</i>	Tender Clause stands
17	Annexure VII: Service Level Agreement (SLA)	Penalty	We would request TPCODL to confirm that the maximum overall cumulative penalty of this project would be 10% of the Contract Value.	Tender Clause stands
18	Annexure VII: Scope of Work	Network monitoring system should be deployed at TPCODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality.	All ISP's/TSP's have created their own Network Operation Centre (NOC) with their own set of NMS, ticketing & CRM tools through which they monitor & manage their links remotely. The same services can be extended to TPCODL as well, still maintaining logical separation between customers. Request TPCODL to allow ISP's/TSP's/bidders to allow monitoring & management of TPCODL links remotely from their own NOC, which will save huge cost on Tools, Infra and Manpower	Tender clause is to be read as follows.  Access to the Network monitoring system, CRM tools for self services should be provided to TPCODL for fault and performance monitoring. NMS should support Web based access and remote management functionality.
19	Annexure VII: Scope of Work	Installation, commissioning, configuring of the link and hardware (Modems, Mast, Router, Cabling, etc.).	This means that the bidder / ISP/TSP should provide the Router on which the link needs to be terminated. TPCODL to confirm the same.	CPE including router is in the scope of the bidder to be charged as part of monthly charges
20	Annexure VII: Scope of Work	The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost	Request TPCODL to provide / extend assistance of their local electrician and civil teams if required by the bidder for power related & civil related requirements.	Tender Clause stands

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21	Annexure VII: Scope of Work	The backbone architecture of the bidder should be in Fibre Ring with self-healing capability. The backbone should be bidder's own infrastructure and not in a shared fashion. A self-declaration document to be submitted by bidder in this regard along with bid document	Sify has created its own backbone network by hiring fibers from multiple providers, on long term irreversible contracts, between its multiple locations thereby creating a highly meshed & redundant network wherein there is no dependency on any single provider.  By this definition given by TPCODL, the provider who is lending their network to Sify is also using a shared backbone.  Request TPNODL to amend the clause as ... The backbone architecture of the bidder should be in Fibre Ring with self-healing capability. The backbone should be bidder's own or on leased infrastructure. A self-declaration document to be submitted by bidder in this regard along with bid document.	Tender Clause stands
22	Annexure VII: Scope of Work	Bidder should ensure that major security features against attacks as mentioned below are implemented in their network :  # Protection against all kinds of attacks, # Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.	Request TPCODL to remove this clause as the same is not applicable for MPLS networks.	Tender Clause stands
23	Annexure VII: Scope of Work	Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP.	Request TPCODL to extend their building earthing to the electronics used by the ISP's to provide the connectivity as per standard industry practise.	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing
24	Annexure VII: Scope of Work	Bidder needs to provision low-latency (< 30ms ),and low jittering (< 10 ms) highly reliable, high-speed Links	The industry standard SLA's are as below ... # Jitter : ≤ 45 ms & # Latency : ≤ 80 ms.  Request TPCODL to amend the clause as ... Bidder needs to provision low-latency (< 80ms) and low jittering (< 45ms) highly reliable, high-speed Links.	Tender clause is to be read as follows.  Bidder needs to provision low-latency (≤ 80ms ),and low jittering (≤ 45 ms) highly reliable, high-speed Links.
25	Annexure VII: Scope of Work	Restoration time - 2 Hrs	Restoration time - 4 Hrs for Manned city and 4 Hrs + Travel time for unmanned city	Tender Clause stands
26	Annexure II - Scope of Work & Service Level Agreement	Network monitoring system should be deployed at TPCODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality.	If we provide Web based Monitoring Tool hosted in Airtel Cloud & extends it dashboard to you, will it meet this requirement	Tender clause is to be read as follows.  Access to the Network monitoring system, CRM tools for self services should be provided to TPCODL for fault and performance monitoring. NMS should support Web based access and remote management functionality.

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27	Annexure II – Scope of Work & Service Level Agreement	All Sites shall be able to directly connected to Data Centre at Bhubaneshwar, in Full-mesh architecture. L3VPN by Dynamic routing protocol preferred BGP.	Is it Hub & Spoke where Hub is DC at Bhubaneswar or Full-mesh i.e. every site will have connectivity to every site.	It is envisaged to have Full-Mesh Architecture between remote location & DC
28	Annexure II – Scope of Work & Service Level Agreement	Bidder shall provide N-1 redundancy for last mile connectivity at Data Centre.	Will it be N+1 or N-1	Tender Clause stands
29	Annexure II – Scope of Work & Service Level Agreement	Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.).	Will they require Router along with links, Also do we need to take care of cabling & installation work.	CPE including router is in the scope of the bidder to be charged as part of monthly charges. All the installation including termination in TPCODL switch is under bidder's scope
30	Clause No. 7.2 Delivery Terms	Completion period: Completion period will be within 1 Month of award of RO, priority list of installation shall be provided by TP Central Odisha Distribution Ltd.	We request TPCODL to please provide the 6 months for complete delivery	Tender Clause stands
31	Annexure VII: Scope of Work:	Network monitoring system should be deployed at TPCODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality.	We request TPCODL to please provide the specification of monitoring tool and who will provide the server for the installation	Tender clause is to be read as follows.  Access to the Network monitoring system, CRM tools for self services should be provided to TPCODL for fault and performance monitoring. NMS should support Web based access and remote management functionality.
32	Annexure VII: Scope of Work:	Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.).	Is bidder need to provide the Router also , if yes pls provide the specifications of routers	CPE including router is in the scope of the bidder to be charged as part of monthly charges
33	Annexure VII: Scope of Work:	Bidder shall provide all complete engineering data, drawings, reports, manuals, and services offered etc. for TPCODL review and approval	We request TPCODL to pls bloater more for the requirement	Tender Clause stands and incase of any additional documentation requirement, TPCODL shall advise for the same
34	Annexure VII: Scope of Work:	The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost.	We request TPCODL pls remove this clause from bidder scope	Tender Clause stands
35	Annexure VII: Scope of Work:	Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP	We request TPCODL pls remove this clause from bidder scope	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing
36	Annexure VII: Scope of Work:	Bidder will be responsible for Replace/ repair faulty/ damaged equipment at Bidder's own cost during entire contract period.	If any hardware faulty due to attribution to TPCODL will be replace on commercial approval	Tender Clause stands
37	Annexure VII: Scope of Work:	30. Bidder needs to carry out periodic preventive maintenance including inspection, testing, satisfactory execution of all diagnostics, earthing testing, updating / up-gradation of patches / firmware etc., in addition to normal maintenance required.	we request to pls specify the frequency	Frequency of maintenance shall be 6 Months apart from the regular/Normal maintenance.

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38	Annexure VII: Scope of Work:	Bidder needs to provision low-latency (< 30ms ),and low jittering (< 10 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPCODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA).	we request to amend the clause as below Bidder needs to provision low-latency (< 100ms ),and low jittering (< 25 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPCODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA).	Tender clause is to be read as follows.  Bidder needs to provision low-latency ( ≤ 80ms ),and low jittering ( ≤ 45 ms) highly reliable, high-speed Links.
39	Annexure VII: Scope of Work:	During AMC period, SLA and penalty for MPLS Links terminated through Fibre is as follows: >=99.5% No Penalty <=99.5% and >98.5% 2% of Quarterly lease charges <=98.5% and >97% 5% of Quarterly lease charges <=97% and >95% 7% of quarterly lease charges <=95% 10 % of quarterly lease charges	we request TPCODL to pls relook the SLA requirement	Tender Clause stands
40	Annexure VII: Scope of Work:	Note: Links with quarterly availability of below 80% shall have 100% penalty i.e. No payment shall be made for such cases.	we request to PTPCODL to pls put the max capping on 10 % of MRC value	Tender Clause stands
41	General	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. In building internal cable routing in false ceiling and under POP wall will be in customer scope of work	All kinds of permission inside TPCODL premise shall be provided by TPCODL
42	General	Power and earthing	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing
43	General	Network equipment safety	All the network Equipments delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	Tender Clause stands
44	General	Central spoke	Central spoke from customer is required to -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance.	TPCODL will Notify the SPOC details to selected Bidder
45	General	Delivery and signed off report	Scanned copy of the delivery, installation document will be shared with the customer on mail. Customer will provide the signoff for delivered locations billing (Site wise Billing) within 48 hours.	Acceptance shall be given site wise separately in a batch for all erected sites maximum within 2 weeks period from date of link availability communication by the bidder
46	General	Site readiness	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	Site readiness shall be ensured by TPCODL & penalty for delays due to site non-availability shall not be levied on selected bidders

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47	General	Acceptance criteria	Acceptance should be provided Site wise and should be released within 24-48 hours of delivery and acceptance criteria will be ping test from DC/DR to remote locations.	Acceptance shall be given site wise separately in a batch for all erected sites maximum within 2 weeks period from date of link availability communication by the bidder
48	General	Bidder scope of work	Bidder scope of work will be limited to provide and maintained the last mile connectivity. Bidder will not be liable to provide any service beyond LAN interface termination on customer network device.	LAN work is in the TPCODL scope
49	General	ROW Permissions	Customer support is requested for the ROW permission, no penalty/LD will be applicable incase there is any delay in getting ROW approval from the concerned authority.	ROW approval / permission is the responsibility of Bidder
50	General	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	Troubleshooting is in Bidder's scope
51	General	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket raised by the customer with the bidder central helpdesk. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.	SLA/downtime calculation will be done on basis of the trouble ticket raised by the customer or communication from customer to the bidder
52	General	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	Tender Clause stands
53	General	Not Feasible	In case, any of the location is declared as Not Feasible due to any constraint which is beyond the control of the bidder then bidder have the right of declare the location technically not feasible and no penalty/LD must be applicable for the same and the site will be excluded from bidder scope.	Bidder must carry out feasibility survey/duedilligence prior to bidding
54	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 5 / Pg. 25	5. Bidder shall provide N-1 redundancy for last mile connectivity at Data Centre.	At DC-DR we understand that there is a requirement for Dual Links. We would want to know if the bidder can provide Dual Diverse links [i.e. from 2 different SPs] or if we can provide Dual Links[i.e. from two separate and diverse POP's or PE Routers]	Tender Clause stands



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55	ANNEXURE VII / Scope of Work & Service Level Agreement	To Design, implement and manage MPLS VPN WAN network at 152 Nos. of locations (as per list) with following bandwidth requirement. Bandwidth requirement may be changed as per the field scenario at the time of execution & 19. The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly CPE equipment. Bidder needs to provision End to End hardware/software in the offered solution.	The bidder wants to understand what does manageability mean? - Should we provide CPE i.e Routers ?[ If we need to size the routers; how much scalability based on link bandwidth needs to be factored] - Or Will Tata Power Provide routers; and the bidder is expected to terminate the links and manage the router?	CPE including router is in the scope of the bidder to be charged as part of monthly charges
56	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 3 / Pg. 24	3. Last mile connectivity should be through Optical Fibre at Data Centre and through optical fibre /wireless (based upon feasibility) at rest of the offices.	We understand at DC we need to provide links on Optical Fiber. But at Office location kindly clarify if you need Optical Fiber or Ethernet ? And or Wireless ? [We assume Ethernet is missing]	Tender Clause stands
57	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 19 / Pg. 25	19. The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly CPE equipment. Bidder needs to provision End to End hardware/software in the offered solution.	We understand at DC we need to provide links on Optical Fiber. But at Office location kindly clarify if you need Optical Fiber or Ethernet ? And or Wireless ? [We assume Ethernet is missing]. But at Office location kindly clarify if you need Optical Fiber or Ethernet ? And or Wireless ? [We assume Ethernet is missing]	Tender Clause stands
58	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 20 / Pg. 25	20. Bidder should run industry standard QoS /CoS and Traffic Engineering services in the MPLS backbone and configure QoS/ CoS as per TPCODL requirement in their network.	We would like to understand what's the COS bifurcation in terms of percentage example COS 3 - 50% etc.	TPCODL will share details to selected Bidder
59	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 32 / Pg. 26	32. Bidder needs to provision low-latency ( < 30ms ),and low jittering (< 10 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPCODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA).	We need to understand what kind of applications are there in the environment which use such low latency & jitter?	Tender clause is to be read as follows.  Bidder needs to provision low-latency ( ≤ 80ms ),and low jittering ( ≤ 45 ms) highly reliable, high-speed Links.
60	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 2 / Pg. 24	2. Network monitoring system should be deployed at TPCODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality.	We would like to propose a cloud based portal for Tata Power instead of a on premise monitoring tool. Also we have a remote NOC support for customers which will comply to the issues under the SLA	Tender clause is to be read as follows.  Access to the Network monitoring system, CRM tools for self services should be provided to TPCODL for fault and performance monitoring. NMS should support Web based access and remote management functionality.
61	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 27 / Pg. 26	27. Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP.	We expect Tata Power to provide us earthing parameters, and the bidder will validate it as per the device earthing compliance. Any mismatched parameters have to be fixed by Tata power	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing

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62	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 35 / Pg. 26	35. Bidder needs to provide adequate training to TPCODL personal for deployed system.	We will provide a remote training at the time of delivery	Tender Clause stands
63	ANNEXURE VII / Scope of Work & Service Level Agreement / Point 5 / Pg. 25	5. Bidder shall provide N-1 redundancy for last mile connectivity at Data Centre.	DC-DR : We understand that there is a need for link redundancy at the DC-DR locations & Branch/Office: Does the bidder need to factor dual links with redundancy or Single Links please clarify	Tender Clause stands
64	Annexure VII/General Conditions of Contract/Page30	Terms governing the services have been proposed by Tata Power	Since the opportunity is for regulated services, as a policy, we will recommend governance of the services exclusively through bidder's standard terms, to the exclusion of Tata Power's proposed General Conditions of Contract and the Annexures A through L thereto. A copy of bidder's standard terms has been provided along side the prebid query sheet.	Tender Clause stands
65	4.0 SCOPE OF WORK	Bidder shall be responsible for complete field survey for locations as per Annexure I	Pls arrange complete detailed address, Local contact details and permission for conducting the site survey	TPCODL will share details to selected Bidder
66	4.0 SCOPE OF WORK		Need details for restriction Pole/mast height	TPCODL will share details to selected Bidder
67	4.0 SCOPE OF WORK	Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP	Dedicated earthing has to be provided by customer to the bidder's Equipments	Separate Earthing for Communication Pole / Tower is under Bidder scope. Bidder shall ensure their equipment earthing connected to the building earthing
68	7.2 Delivery Terms	Completion period: Completion period will be within 1 Month of award of RO, priority list of installation shall be provided by TP Central Odisha Distribution Ltd.	Extension of timeline for link Installation What if there is permission issue for installation at site.	Site readiness shall be ensured by TPCODL & penalty for delays due to site non-availability shall not be levied on selected bidders. ROW approval / permission is the responsibility of Bidder. Bidder must carry out feasibility survey/ due diligence prior to bidding.

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69	Clause No. 7.4 :Payment Terms (Pg. No. 13)	<p>Payment will be made quarterly in arrears basis for Annual recurring charges (ARC) after issuing of necessary invoice and submission of monthly reports including SLA while one time charges (OTC) would be paid after successful commissioning and handover of the links to TPCODL.</p> <p>In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided. Bidder needs to provide reports on network uptime, Bandwidth utilization, and Maintenance details along with invoices.</p> <p>All bills shall be submitted to concerned Engineer-In-Charge along with monthly report (MIS) as mentioned in SLA for certification of work and performance evaluation. This would be verified by TPCODL. authorized person for payment after deducting amount for non-compliance as listed in SLA.</p> <p>The bidder shall submit the invoices on quarterly basis and the payment shall be released within 30 days from the date of submission of certified bills/invoices.</p>	In absence of payment as per agreed timelines by TPCODL, BA shall have right to suspend the services along with levy of penal charges.	Levy of Penal charges on delayed payment is not admissible as per our Tender Norms. However BA has got right to use Clause No. 22 terminate contract from their side during any time during execution period.

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70	Annexure-VII: Liquidated Damages- Scope of Work & Service Level Agreement	<p>a) For Services which are of standalone use, multiple in quantities and having a single final completion schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPCODL, as described below: For delay of each week and part thereof from the completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.</p> <p>b) For services having phased completion schedule(milestone) as per contract terms, standalone use and multiple in quantities, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPCODL, as described below: For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e. contract value inclusive of taxes and in pursuant statutory compliance GST would</p>	We request TPCODL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	Tender Clause prevails
71	Clause No. 22.3: Termination for Convenience of TPCODL	TPCODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPCODL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.	Incase of termination of contract by Customer without cause or for convenience, Customer shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider for terminating the contract without cause.	Provision of Tender Clause prevails. However additional business cost if any due to such termination of the contract as anticipated by BA needs to be considered while submitting bid.
72	Clause No.2: Evaluation Criteria	In case of a new bidder not registered, factory inspection and evaluation may be carried out to ascertain bidder's manufacturing capability and quality procedures	We understand that the same is not applicable under the current scope of telecom services. Kindly confirm.	May be applicable only if it is felt necessary by our Engineering team.
73	Clause No. 6 (Pg.12)	Order of Preference/Contradiction	Since the scope of the RFP includes provision of regulated services, request you to add reference to CAF as the governing document for regulatory clauses. Also, as a corporate entity we also have our code of conduct which is in line with that added in the RFP and request you to add reference to the same.	Tender Clause stands. However during execution if it is necessary from regulatory point of view same can be considered at later stage with due amendmend

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74	Clause No. 4: GCC	SCOPE OF WORK	Since the scope of services does not include provision of any goods, we understand that clauses like loading, unloading, transportation etc are not applicable.	Shall only be applicable in case of Delivery of materials if any
75	Clause No. 4.1: GCC	Indemnity	Kindly clarify the requirement for provision of a separate indemnity bond when an indemnity clause is available for the said purpose. Also, kindly clarify the contents of such indemnity bond. Further, a similar indemnity to be provided by TPCODL for any accidents or death or damage to property solely attributable to TPCODL, its employees and representatives.	Provision of the relevant clause of the tender shall be applicable
76	Clause No. 4.4: GCC	Deployment of Work Force	Since there is no permanent deployment of labor under this RFP and considering the nature of services, request you to delete this clause as it is not applicable.	May not be applicable if there is no deployment of Labour on behalf of BA ( Directly or Indirectly)
77	Clause No. 9.0: GCC	STATUTORY COMPLIANCE	We understand that the said clause is applicable only in case of permanent deployment of resources. Since the services are automated and machine dependent and there is no requirement for permanent deployment of labor under this RFP and considering the nature of services, request you to delete this clause as it is not applicable.	Tender Clause stands. Shall only be required if appropriate
78	Clause No. 10.2: GCC	Adherence to Rules & Regulations	The rules and regulations to be followed by the customer shall be limited to those applicable to the bidder for provision of the telecom services. Since these are regulated services and not customer specific, our compliances would accordingly be specific to statutory and regulatory requirements only. Kindly update accordingly.	Tender Clause stands. However during execution if it is necessary from regulatory point of view same can be considered at later stage with due amendment
79	Clause No. 10.3: GCC	Specifications and Standards	These are regulated services and compliances should be limited to statutory and regulatory requirements only.	Tender Clause stands. However during execution if it is necessary from regulatory point of view same can be considered at later stage with due amendment
80	Clause No. 11: GCC	SAFETY	Since there is no permanent deployment of labor under this RFP and considering the nature of services, request you to delete this clause as it is not applicable.	Tender Clause stands. Shall only be required if appropriate
81	Clause No. 12: GCC	GUARANTEE	There are no goods being provided under the RFP. The guarantee and warranty as specified under this clause are not applicable. The services are SLA driven as mutually agreed between the parties. Hence, the provisions mentioned therein are not applicable	Shall only be applicable in case of Delivery of materials if any
82	Clause No. 15: GCC	UNLAWFUL ACTIVITIES	Since the bidder is a corporate entity, we understand that the term employee used for the purpose of this provision refers to the employee who are involved in preparation and submission of the RFP. Kindly confirm.	Tender Clause stands

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83	Clause No. 16: GCC	CONFIDENTIALITY	Request you to make the clause mutual to protect the information of the bidder. In the breach of confidential information the same needs to be decided through conclusive order of a competent court.	Tender Clause stands
84	Clause No. 17: GCC	INTELLECTUAL PROPERTY RIGHTS	Each property to own their intellectual property rights . There are no hardware or software being billed to the customer and hence the IP indemnity provisions mentioned in the clause are not applicable	Tender Clause stands. Shall only be required if appropriate
85	Clause No. 18: GCC	Indemnity	Indemnity provisions are broad and include punitive indemnities which are indirect in nature and cannot be agreed to. Further there is no intellectual property rights being assigned under the RFP and no deployment of manpower. Accordingly request you to limit indemnity to direct damages arising from death and personal injury attributable to the bidder while at customer premises and non compliance of statutory laws of India applicable for provision of telecom services.	Provision of the relevant clause of the tender shall be applicable
86	Clause No. 19.1: GCC	Liability	As per the provisions of section 73 of the Indian contract act, there cannot be exceptions to indirect damages. Request you to accordingly update in the document.	Tender Clause stands
87	Clause No. 21.2: GCC	Suspension for Breach of Contract conditions	Request you to include the following: The service provider may terminate/suspend the contract on the happening of the following events: 1. Failure on the part of the parties to pay as per the payment terms 2. Breach of the regulatory condition or the ECAF by the client 3. As per the directions of the regulatory authorities of the service provider	Tender Clause stands

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88	Clause No. 22.1: GCC	Termination for Default/Breach of Contract	<p>The events of default are very broad and open ended. Since these are regulated telecommunication services, request you to limit the termination for default on the part of the bidder only by giving 30 days prior written notice to cure the breach and only in the case of non performance of 3 consecutive SLA measurement periods and where the bidder has failed to cure the breach.</p> <p>Please note that telecommunication services are highly regulated and cannot be modified as per the instructions or directions of any particular client. However, the service levels can be only be mutually agreed to.</p> <p>Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services.</p> <p>In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p> <p>Further, since there are already provisions related to liquidated damages in place, request you to delete the risk purchase clause.</p>	Tender Clause stands
89	Clause No. 27, 28: GCC	TRANSFER OF TITLES	Not applicable to the scope of work. Telecom industry is regulated and the ownership of telecom equipment cannot pass on to the hands of any entity which does not have the mandatory license to provide services.	Mandatory regulatory provisions shall be considered if it is necessary during execution of the contract.
90	Annexure D	PROFORMA FOR "INDEMNIFICATION ON STATUTORY COMPLIANCES"	We understand same is not applicable since there is no permanent deployment of resources. Kindly confirm deletion	Provision of the relevant clause of the tender shall be applicable
91	Annexure F, G	SERVICE LEVEL AGREEMENT	We understand that the said clause is applicable only in case of permanent deployment of resources. Since the services are automated and machine dependent and there is no requirement for permanent deployment of labor under this RFP and considering the nature of services, request you to delete this clause as it is not applicable.	shall only be applicable in case it is appropriate
92	Annexure K	CONTRACTOR SAFETY MANAGEMENT SYSTEM	Not applicable to the scope of services being provided under the RFP. Request deletion	shall only be applicable in case it is appropriate
93	Clause No. 1.7 :Qualification Criteria	The bidder should have average annual turnover of minimum of Rs. 5 crore in last three financial years. Copy of audited Balance Sheet and P&L Account to be submitted in this regard.	<p>Currently we can submit the audited financials for FY 2020-21, FY 2019-20 and FY 2018-19.</p> <p>Would request TPCODL to consider FY 2020-21, FY 2019-20 and FY 2018-19 as the "last three financial years" for Qualification Criteria compliance.</p> <p>Please confirm the acceptance of our request.</p>	Accepted.

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94	Clause No. 6.3 Payment & Statutory Deductions	Payment shall be released within 30 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment.	The industry standard payment terms for similar projects is as follows: One Time Charges - 100% within 7 days of commissioning of the link Recurring Bandwidth Charges - Quarterly in arrear  We would request TPCODL to confirm the payment terms.	Tender Clause stands
95	Clause No. 13.0: LIQUIDATED DAMAGES	For Services which are of standalone use, multiple in quantities and having a single final completion schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPCODL, as described below: For delay of each week and part thereof from the completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value	we request TPCODL to pls put 0.5% per week for delayed service value with Max capping og 5%	Tender Clause stands