

| S. No. | RFP Page No. | RFP Clause No. | Clause Details | Query/ Suggestion/ Clarification | TPNODL Reply |
|--------|------------------------------------|----------------|--|---|---|
| 1 | 35 | 40 | Completion period: Work has to be completed with 30 days from the receiving of order. In case of delay 3% penalty will be added per week of the lease charge. | We request customer to please reduce the LD penalty from 3% to 0.5 % on undelivered proration per week and Max with 5% cap on ARC value. | As per RFP |
| 2 | 1.3 Calendar of Events (page - 13) | | (f) Last date and time of receipt of Bids - 07.09.2021 up to 15:00 Hours | <p>This is a very large RFP with scope of 250+ locations; and out of these locations more than 70% locations fall in remote categories. Hence, we will requirement time to do the needful background study, analysis, feasibility and solution stitching for all the locations. Hence, requesting minimum extension of 45 days in bid submission date.</p> <p>Also, some of the addresses provided in table are incomplete. Kindly provide complete address with PIN CODE and LAT & LONG for all locations - else its very difficult to do the needful feasibility.</p> <p>Suggested Clause is : "Last date and time of receipt of Bids : 30.09.2021 up to 15:00 Hours"</p> | Extension of dates if any will be shown in website. Except Data Center, tentative Lat Long for all the locations has been shared. |
| 3 | 1.3 Calendar of Events (page - 13) | | Date & Time of Pre-Bid Meeting (If any) : NA | <p>For such a large RFP, every bidder will have many questions and queries. Hence, request you to kindly arrange a Pre-Bid Meeting after receiving all queries from all bidders next week around 1st - 7th september 2021. (Online considering current scenario)</p> <p>This Prebid meeting must have alla the relevant stakeholders from TPSODL side like Technology, Procurement, Legal, etc. - in order to give proper response on all queries and the needful discussion.</p> | NA |
| 4 | TRANSFER OF TITLES | | The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPNODL is after commissioning and complete handing over-taking over. | <p>Not applicable. Request deletion.</p> <p>This is a telecom services contract; all the telecom hardware and equioment shall always remain property of Service Provider.</p> <p>If required only the transfer of Router or Rack or UPS can be done.</p> <p>If so then allow supply of Router, Rack and UPS done directly by sub-contractor or consortium partner or JV of the bidder.</p> | As per RFP and schedule of items |

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| 5 | Payment Terms ; Clause No:7.4; Page no:14 | | <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 TP Western Distribution Ltd. 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 TP Western Odisha Distribution Ltd. authorized person for payment after deducting amount for non-compliance as listed in SLA.</p> <p>All payments shall be made within 30 days of submission of invoice.</p> | In absence of payment as per agreed timelines by TPNODL, Bidder shall have right to suspend the services along with levy of penal charges. | As per RFP |
| 6 | Clause No: 7.1; Page No: 13 | | Any change in statutory taxes, duties and levies during the contract period shall be borne by TP Northern Odisha Ltd. However in case of delay in work execution owing to reasons not attributable to TP Northern Odisha Distribution Ltd., any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TP Northern Odisha Distribution Ltd. | Delays can be due to events outside the reasonable control of the Bidder. In such events any liability needs to be mutually dealt with. | As per RFP |
| 7 | Clause No: 1; Page No: 22 | | <p>1. Terms of Agreement</p> <p>This agreement shall remain in force from the date of commencement i.e. <date > till the expiry of the warranty (including extension if any) for any device provided against this order for establishing IP-MPLS Link. It shall be open to Tata Power Company Limited to terminate this agreement any time during its course by giving one month notice to the vendor, in writing.</p> | <p>Request deletion of the last line.</p> <p>Given that the Bidder has to undertake substantial investment and capital expenditure for the provision of the services, Termination for convenience cannot be accepted.</p> | <p>1. Terms of Agreement</p> <p>This agreement shall remain in force from the date of commencement i.e. <date > till the expiry of the warranty (including extension if any) for any device provided against this order for establishing IP-MPLS Link. It shall be open to TPNODL to terminate this agreement any time during its course by giving one month notice to the vendor, in writing.</p> |
| 8 | Clause No: 2; Page No: 22 | | <p>2. Commencement of Warranty Period</p> <p>1. The warranty period of IP-MPLS LINK will start from date of completion of installation i.e. from the date on which installation report is signed by TPNODL. The IP-MPLS LINK will be warranted for 5 years from the date of installation further it can be extended for another 3 years based on requirement and satisfactory services.</p> | Warranty period for connectivity services are not applicable. however Bidder shall be responsible for the operation and maintenance of the Services in accordance with the SLA agreed for the entire duration of the contract. | Bidder shall be responsible for the operation and maintenance of the Services in accordance with the SLA agreed for the entire duration of the contract. Further it can be extended for another 3 years based on requirement and satisfactory services. |
| 9 | Clause No: 2 (a); Page No: 22 | | a) Vendor shall be authorized channel partner of OEM. Vendor shall submit the authorization certificate from OEM along with the SLA. | Not applicable; Request deletion | As per RFP |

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| 10 | Clause No: ; Page No: 37 | | Penalty : | <p>Request customer to exclude the following events from downtime calculation:</p> <ul style="list-style-type: none"> i) Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder. ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Bidder personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Bidder, xi. Suspension of Service by the Bidder xii. Force Majeure Events, xiii. Customer scheduled maintenance, | As per RFP |
| 11 | | | Additional | Request TPNODL to note that in case of DDOS, TPNODL may get 2 separate invoices for same period from two separate entities i.e Bidder's sister concern and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS | NA |
| 12 | Payment Terms | | <p>100% payment shall be made to BA within 30 days on receipt of Bills subject to successful delivery & installation.</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 TPNODL authorized person for payment after deducting amount for non-compliance as listed SLA</p> | In absence of payment as per agreed timelines by TPNODL, Bidder shall have right to suspend the services along with levy of penal charges. | As per RFP |

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| 13 | Payment & Statutory Deductions | | <p>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. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly</p> <p>In case of non-submission of PAN No TDS @ 20% shall be deducted from all payable amounts for which no TDS certificate shall be issued. TDS once deducted as above shall not be revised in any condition.</p> | <p>Request TPNODL to provide a cure period to rectify any non-compliance of contract before deducting 30% of estimated wages plus 20% of wages as TPNODL's overheads.</p> | <p>Submission of Invoice should be after cure period to rectify any non-compliance.</p> |
| 14 | 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 TPNODL, 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, TPNODL 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 TPNODL, 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, TPNODL 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 be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPNODL as a proof of deduction/ recovery.</p> | <p>We request TPNODL provide a cure period to rectify breaches before levying liquidated damages. Also, request TPNODL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note</p> | <p>As per RFP</p> |

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| 15 | | | Additional | Request TPNODL to note that in case of DDOS, TPNODL may get 2 separate invoices for same period from two separate entities i.e Bidder's sister concern and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS | NA |
| 16 | 20/153 | ANNEXURE V Checklist | 17. Credit rating/ Solvency certificate | Please confirm the amount for which we need to submit the Solvency Certificate from Bank. | Solvency Certificate issued from Bank or Chartered Accountant based on the account transactions and property documents available to them. |
| 17 | 13 | 7.3 Delivery Terms | The material shall be delivered within 4-6 weeks from issue of release order against the Rate contract. | We request customer to please increase the delivery timelines from 6 weeks to at least 3 months | RFP stands final |
| 18 | 16 | Scope of work | In case of part B as per Annexure 1, bidder has to provide connectivity with the Router and Rack as provided by TPNODL (specifications of hardware will be shared to the successful bidder). | Request to share specification of router and Rack at the pre bid stage and commercials are subject to specifications | Bidder is required to deliver managed L3 MPLS VPN links, (Handoff will be on ethernet) |
| 19 | 33 | 7 | Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.). | we request customer to please specify the router specification | Bidder is required to deliver managed L3 MPLS VPN links. |
| 20 | 33 | Scope of work | Network monitoring system should be deployed at TPNODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality. | Service providers NMS will be deployed and extended to customer. No on site deployment of NMS. Pls confirm | The Web based portal with remote management functionality should be deployed at TPNODL HQ by the bidder, with auto ticketing. |
| 21 | 33 | Scope of work | Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.). | Need clarity whether Router to be included along with link | Rates to be provided as per schedule of items, TPNODL will decide which line item to consider while finalizing the tender |
| 22 | 34 | 15 | 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 customer to please remove this clause | All including cabling (i.e. Power Cable, earthing Cables etc.), involving all Civil & Electrical work including Antenna mast erection /Optical Fiber laying required for Implementation of MPLS links at all TPNODL locations as per Bid is under Bidder's scope |
| 23 | 34 | 24 | Packet loss not to exceed .05% | We request customer to please allow 1 % packet drop | RFP stands final |
| 24 | 34 | 25 | Round trip time delay shall be below 120 ms from APN based SIM to TPNODL Control center's. | ON SIM based connectivity SLA will be on best efforts | Ok |
| 25 | 34 | 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. | This should be restricted to Tower Installation for RF links | All including cabling (i.e. Power Cable, earthing Cables etc.), involving all Civil & Electrical work including Antenna mast erection /Optical Fiber laying required for Implementation of MPLS links at all TPNODL locations as per Bid is under Bidder's scope |
| 26 | 34 | Scope of work | Bidder should run industry standard QoS /CoS and Traffic Engineering services in the MPLS backbone and configure QoS/ CoS as per TPNODL requirement in their network. The solution should provide detailed dashboard & reports on network performance parameters like utilization, packet loss, jitter, latency, etc. | Packet Loss, Jitter and Latency will not be part of dashboard | Bidder to abide by annexure VII, pertaining to provision of 'detailed dashboard & reports on network performance parameters' |
| 27 | 34 | Scope of work | Each connectivity availability should be 99.5%. | SLA for OFC links to be 99.5% and RF links to be 98.5% | Tender terms remains unaltered |
| 28 | 34 | Scope of work | Packet loss not to exceed .05%. | Should be <=1% | RFP stands final |
| 29 | 34 | Scope of work | A minimum slot of 10 Static IP's available on its port which may be scaled up for future requirement. | need clarity on this point | Bidder needs to design network to meet desired SLA.Same can be discussed during network designing. |

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| 30 | 35 | 30 | BIDDER shall undertake installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained bandwidth. The consumables if any (Fiber Patch Cords, Rack, LIU, UTP patch cords, Media Convertors, Power Cables etc.) will be provided by, BIDDER only adding no additional cost. | We request to confirm whether bidder need to provide the Rack also | Rates to be provided as per schedule of items, TPNODL will decide which line item to consider while finalizing the tender |
| 31 | 35 | 31 | All necessary clearances shall be the sole responsibility of the service provider. Successful BIDDER shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for laying of cables, digging of roads, re-carpeting, towering etc. and other infrastructure required for the project. No additional cost /charges would be payable by the purchaser as connectivity is on rental / lease basis only. | We assume that permission for tower installation will be provided by the customer. | Rejected, RFP stands final only for tower erection at TPNODL buildings/premises access will be provided TPNODL |
| 32 | 35 | 36 | The Bidder should have the capability of increasing / decreasing bandwidth on demand and should be willing to change the bandwidth up or down on demand. The change in bandwidth must be provided within 15 days. | On demand bandwidth cannot provide | As bandwidth will depend upon utilization of particular location which may vary , Bandwith may require to be upgraded/Degraded . For which information will be provided to bidder . Changes should be executed within 30 days of information from TPDDL engineer in charge. |
| 33 | 35 | 42 | Bidder needs to carry out periodic preventive maintenance including inspection, testing, satisfactory execution of all diagnostics, earthing testing, updation / up-gradation of patches / firmware etc., in addition to normal maintenance required. | We request customer to please specify the frequency of preventive maintenance | Bidder to submit quarterly PM reports. |
| 34 | 35 | 44 | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP. | We request customer to please remove earthing from bidder SOW | Bidder is required to construct earthing for safety of hardware supplied under this RFP |
| 35 | 35 | Scope of work | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP. | Building earthing to be provided by Customer, RF Tower earthing to be taken care by Bidder | Bidder is required to construct earthing for safety of hardware supplied under this RFP |
| 36 | 36 | Scope of work | Bidder needs to make provision of UPS with 8 Hrs. backup at all locations for power backup incase DC supply and backup is not available. | UPS should be excluded from the scope | UPS not required in Primary Sub Stations , But bidder have to ensure that all devices related to communication within scope must work with DC supply range of (24V-60V). Back up of DC Power supply available in All PSS |
| 37 | | 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 | 1. Access of associate's manpower to TPNODL premises to work and other necessary requisites are subject to fulfilment of all conditions of Annexure F - Service Level Agreement, by the bidder 2. Inbuilding internal cabling work is under bidder's scope as annexure VII of the bid document |
| 38 | | General | Power and earthing | RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer. | Bidder is required to construct earthing for safety of hardware supplied under this RFP , space will be provided by TPNODL |
| 39 | | General | Network equipment safety | All the network equipment's 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. | Ok |

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| 40 | | 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. | Can be finalized during project execution, same is applicable to Bidder also. |
| 41 | | 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. | Ok |
| 42 | | 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. | Bidder needs to carry out load testing and submit report for Acceptance. Details SAT documents shall be finalized during LLD finalization. |
| 43 | | 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. | Accepted ,NMS should have provision of auto ticketing of the links time taken in FLT by TPNODL can be excluded from total downtime. |
| 44 | | 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. | RFP stands final, NMS shpould have provision of Autoticketing |
| 45 | | 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. | OpenPlease check the following points for Confirmation on SLS 1) considered. 2) Earthing of Hardware Equipment for communication is in bidders scope , so Improper earthing of the same will be considered for SLA calaculations when having problem with the same. 3) Bidder has to arrange proper covering for all devices which is comes under your scope to avoid water seepage other wise if SLA clause will be applicable here, and for stolen it will be considered. 4) TPNODL will arrange the access to engineier if enginner informed his visit prior to Responsible person , So its not applicable. 5) TPNODL will share Local Contact Detailes if enginner informed his visit prior to Responsible person , So its not applicable. 6) Based on Sevirity we will consider , will be validated rasion to reply |
| 46 | | 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. | Proper justification need to be provided, TPNODL will finally take the call |
| 47 | | General | Acceptance | We request customer to please define the testing and acceptance | Will be decided during finalization of the design |
| 48 | 2.0 Evaluation Criteria | | The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ as calculated in Schedule of Items [Annexure I]. | Is this RFP for rate contract or is it turnkey project? Kindly clarify | Rate Contract |

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| 49 | Annexure VII: Scope of Work & Service Level Agreement- Page no:22 | | | <p>Is it mandatory for the bidder to quote for all the locations. Kindly remove this compulsion, as for such a large spread of locations one TSP may not be able to cover all locations. Hence, request you to kindly consider criteria of minimum feasibility , i.e. Bidder should have minimum 70% locations feasibility to participate as mandatory criteria for qualification. and in order to do so, bidder has to submit site wise feasibility.</p> <p>Rates entered in BOQ will be multiplied only for evaluation purposes. Order should be placed to L1 bidder post Reverse Auction based on the confirmation of feasibility and for other locations - L2 and L3 bidder should be given chance after matching L1 price.</p> <p>Kindly confirm</p> | RFP stands final |
| 50 | Scope Of Work | | Last Mile Connectivity | We understand that bidder can offer last mile via any of the technology like wireline i.e. Fibre/OFC and Wireless like UBR/RF for all the locations. Kindly confirm. | Last Mile Fibre Connectivity must be on OFC in Ring only at Data Centres and TPNODL HQ, whereas at rest of the locations, last mile can be any type like OFC or Wireless based upon feasibility |
| 51 | Scope Of Work | | Last Mile Connectivity | Kindly allow bidder to provide connectivity from 3rd Party or through any other technology like wireless or 4G or satellite technology - only for technically not feasible locations on Fibre/OFC/ RF/ UBR. | The backbone should be bidder's own infrastructure and not in a shared fashion. The backbone architecture of the bidder should be in Fibre Ring with self-healing capability. A self-declaration document to be submitted by bidder in this regard along with bid document. (|
| 52 | Scope Of Work | | Router and Rack | <p>We understand that TPNODL will provide the router for 87 locations only, Service provider to provide Link alone.</p> <p>For other locations bidder has to provide Router and Rack along with Link. Kindly confirm.</p> | Rates to be provided as per schedule of items, TPNODL will decide which line item to consider while finalizing the tender |
| 53 | Annexure VII: Scope of Work & Service Level Agreement- Page no:27 | | A separate IPSEC VPN is to be created only for TPNODL network and in no way the VPN should be shared with other customers sharing the MPLS backbone. The MPLS Network must be accessible to TPNODL nodes only. | Proposed network will be MPLS connectivity - Why TPNODL required IPSEC VPN Pls share the SOW, IPSEC license should support in customer CPE. These are not required - kindly remove the same. | Bidder to design network as per tender T&C. |
| 54 | Annexure VII: Scope of Work & Service Level Agreement- Page no:32 | | Bidder needs to provision low-latency (< 30ms),and low jittering (< 10 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPNODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA). | Kindly clarify - for low latency 30ms : Pls mention from where to where this latency required. As an Industry standard wireline maximum PoP to Pop will be <=80 ms and wireless maximum POP to POP latency will be <=100ms & for low Jitter Pls mention as <=10 ms | annexure VII of the bid document will remain intact. |
| 55 | : Response and Restoration Time- Page no:51 | | Response Time & Restoration Time | SLA Should be based on the last mile and Tier I/II/III/IV cities, it should not be based on the Severity | As per RFP |
| 56 | : Link availability (Quarterly)- Page no:52 | | <=99.5% and >98.5% - 2% of Quarterly lease charges | as an Industry Standard for wireline last mile will be 99.5% & Wireless will be 98.5% Pls do change the Penalty | As per RFP |

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| 57 | Annexure I - Schedule of items | | Total No of Locations in S.No 1 (for OTC) : 250 Total No of Locations in S.No 2A (for ARC with Router & Rack) : 269 Total No of Locations in S.No 2B (for ARC without Router & Rack) : 87 | Kindly confirm how many locations MPLS is required no of locations provided in the RFP is not matching confirm on the exact no of location 250 or Total of 2A & 2B i.e. 356 or 205 (total no of locations for which address is provided) Please confirm the total number of locations. Accordingly share the address of missing locations. Or, change the BOQ inline with the actual requirement. | Rates to be provided as per schedule of items. Priority wise loations are shared in RPF , least priority locations are not shared , it will be shared during the RC tenure, if required. |
| 58 | ANNEXURE I and Annexure VII: Scope of Work & Service Level Agreement | | | The total number of locations in Annexure VII is 205 and in Annexure I total no of locations in OTC row is 250 and in ARC rows ist much more than 356. Kindly correct the numbers in BOQ - for fair and equivalent evaluation. Kindly make two separate tables for actual requiremet and future requirement that is updrage. Please do the needful change | Rates to be provided as per schedule of items. Priority wise loations are shared in RPF , least priority locations are not shared , it will be shared during the RC tenure, if required. |
| 59 | Annexure VII: Scope of Work & Service Level Agreement- Page no:17 | | Bidder to ensure N-1 network availability for last mile communication network at data centers. | Service provider will provide dual path fiber last mile with handoff will be in Single Interface or TPNODL will required two different last mile from the same provider with dual interface. Kindly confirm. | RFP stands final |
| 60 | Annexure VII: Scope of Work & Service Level Agreement- Page no: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 | TPNODL will provide the router for all locations and Service provider to provide Link alone. Pls confirm. | Rates to be provided as per schedule of items, TPNODL will decide which line item to cosider while finalizing the tender |
| 61 | Annexure VII: Scope of Work & Service Level Agreement- Page no:26 | | Bidder needs to provision UPS with 8 Hrs. backup at all locations for power backup. | For all locations TPNODL to arrange required minimal power and the UPS as per below: For Fiber Site: UPS Socket requirement: 2X220V Rack Space: 1 Unit Proper Earthing Required UBR Site with Router for Wireless Site: UPS Socket requirement: 2X220V Rack Space: 1 Unit Proper Earthing Required | UPS not required in Primary Sub Stations , But bidder have to ensure that all devices related to communication within scope must be work with DC supply range of (24V-60V). Back up of DC Power supply available in All PSS |
| 62 | 19.0 LIABILITY & LIMITATIONS | | If the Associate is a joint venture or consortium, all concerned parties shall be jointly and severally bound to the TPNODL for the fulfilment of the provisions of the Contract. | Kindly confirm if the joint venture or consortium is allowed to participate in the bid? Kindly allow joint venture or consortium in the bid as this bid has various other hardware components like UPS, Router which may not be the core strength of main TSP. And Consortium partner shall bring that capability to delivering and managing UPS, Router, etc. | Tender terms shall prevail. |

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| 63 | 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. | Please delete this Clause. Bidder cannot control and manage tasks / things in TPNODL premises. TPNODL / Customer to support with Site readiness, Access permission, Private ROW, Roof permission for tower / Mast, earthing, Raw power, etc | Proper Access within TPNODL premises will be arranged by TPNODL for carrying out the activity, outside TPNODL premises bidder has to arrange All including cabling (i.e. Power Cable, earthing Cables etc.), involving all Civil & Electrical work including Antenna mast erection /Optical Fiber laying required for Implementation of MPLS links at all TPNODL locations as per Bid is under Bidder's scope |
| 64 | Scope Of Work | | Completion period: completion period will be within 1 to 4 Months of award of order/LOI, priority list of installation shall be provided by TP Western Odisha Distribution Ltd. | This is a very large RFP with scope of 250+ locations; and out of these locations more than 70% locations fall in remote categories. Hence, we will requirement much more time to do the delivery. Suggested Clause is : "Completion period: completion period will be within 6 to 9 Months of award of order/LOI, priority list of installation shall be provided by TP Western Odisha Distribution Ltd." | Considering the criticality of requirement timelines cannot be compromised.Tender terms remains unaltered |
| 65 | Annexure VII Scope of Work & Service Level Agreement | | Bidder needs to provision UPS with 8 Hrs. backup at all locations for power backup. | UPS with backup of 8 hour will be very costly; and will impact the pricing massively of the complete bid. And these locations being offices of DISCOM, will they need such a large battery backup. Kindly change it to industry practice of 2 hrs backup. Suggested Clause is: "Bidder needs to provision UPS with 2 Hrs. backup at all locations for power backup." | UPS not required in Primary Sub Stations , But bidder have to ensure that all devices related to communication within scope must be work with DC supply range of (24V-60V). Back up of DC Power supply available in All PSS |
| 66 | General Scope | | Rack, Power and Earthing | Request TPNODL/Customer to provide necessary rack space, power and earthing for all the locations. | Bidder is required to construct earthing for safety of hardware supplied under this RFP , space will be provided by TPNODL |
| 67 | Annexure VII Scope of Work & Service Level Agreement | | Rack | Does TPNODL expects bidder to provide Rack or it will be arranged and managed by TPNODL. Kindly Clarify? | Rates to be provided as per schedule of items. Priority wise loations are shared in RPF , least priority locations are not shared , it will be shared during the RC tenure, if required. |
| 68 | Annexure VII Scope of Work & Service Level Agreement | | Earthing | Does TPNODL expects bidder to do Earthing or it will be arranged, managed and done by TPNODL. Kindly Clarify? | Bidder is required to construct earthing for safety of hardware supplied under this RFP |
| 69 | Annexure VII Scope of Work & Service Level Agreement | | Airconditioning | We understand that TPNODL will take care of the premises and its Airconditioning. Kindly confirm | Air conditioning Not in bidders scope , Some PSS have Air conditioning Facility |
| 70 | Annexure VII Scope of Work & Service Level Agreement | | UPS, Rack and Router | Does TPNODL wants to purchase the UPS and Router from the Bidder? If so, then we understand that Router & UPS will be outright sold to TPNODL & will be their asset. Hence for ordering for hardware & payment, we request TPNODL to provide the separate order to any of subsidiary company or partner of bidder who specializes in supply of such items & payment for hardware to be done to respective subsidiary or partner company directly. Kindly Confirm. | UPS not required in Primary Sub Stations , But bidder have to ensure that all devices related to communication within scope must be work with DC supply range of (24V-60V). Back up of DC Power supply available in All PSS |

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| 71 | Annexure VII Scope of Work & Service Level Agreement | | UPS, Rack and Router | Payment Term regarding Hardware (UPS and Router) to be sold to TPNODL – We request you to kindly define separate payment for hardware as – 90% on delivery & 10% on installation. And Bandwidth will be paid as recurring charges as defined in the RFP. | Operation to reply |
| 72 | Annexure VII Scope of Work & Service Level Agreement | | Other Telecom equipment and hardware | We understand that all the hardware provided in this project except UPS, Rack & Router shall always remain the property of bidder. And will be returned post project/ contract tenure. | BA is the owner for all hardware installed & Included and provide the services upto |
| 73 | Annexure VII Scope of Work & Service Level Agreement | | The bidder is required to maintain the link for a minimum period of Five years, further it can be extended for another 3 years based on requirement and satisfactory services. | We understand that minimum contract duration of the assignment will be 5 years. Kindly confirm. | Rate Contract shall be issued for 18 months, and shall be renewed upto 5 years based upon performance of BA |
| 74 | Scope Of Work | | Open Tenders are invited in e-tender bidding process from interested Bidders for entering into a Rate Contract valid for a period of 1 Year as defined below: | We understand that only Rate Contract shall be applicable for 1 year; and PO will be for minimum 5 years. Kindly confirm | Rate Contract shall be issued for 18 months, and shall be renewed upto 5 years based upon performance of BA |
| 75 | Scope Of Work | | To Design, implement and manage MPLS VPN WAN network at 29 Nos. of locations and Last mile for 628 remote locations (PSS & Office / store) | Our understanding is MPLS VPN with respective last mile and Port bandwidth for all 250+ locations with topology as Full Mesh architecture. Please clarify | All Sites shall be able to directly connect to Data Center , in Full-mesh(any to any) architecture. |
| 76 | Scope Of Work | | Network monitoring system should be deployed at CESU premises for fault and performance monitoring. NMS should support Web based access and remote management functionality. | Is the expectation to provide a dedicated (Captive) NMS for TPNODL or shared NMS & NOC which will be the standard offering from any service provider and provider can give a portal to check the utilizations, raise service requests etc? | The Web based portal with remote management functionality should be deployed at TPNODL HQ by the bidder . |
| 77 | Scope Of Work | | Bidder shall provide N-1 redundancy for last mile connectivity at Data Centres. | Please confirm the considered DC location, and also clarify whether the requirement is Single WAN with Dual fibre path (Ring) or dual last mile itself | DC Location - TPNODL office at Balasore & BBSR |
| 78 | Scope Of Work | | Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.). | Does Jio have to provide CPE router bundled with Bandwidth or TPNODL will provide and manage | Bidder to provision WAN router at TPNODL location for link termination |
| 79 | Scope Of Work | | All Sites shall be able to directly connect to Data Centre at Bhubaneswar, in Full-mesh architecture. | Our understanding is the topology is Full Mesh (Any to any) | Connectivity between all sites and Data Centre at Bhubaneswar and Balasore is required to be in Full mesh (Any to Any) architecture |
| 80 | Scope Of Work | | The bidder should have dual stack (IPv4 and IPv6) network. | Our network support Dual Stack, in-case IPV6 required from day one, request TPNODL to provide both WAN and LAN IP subnets for all the locations | Ok |
| 81 | Scope Of Work | | Bidder should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc. | MPLS itself a L3VPN based Private network. Kindly remove the clause as these are all the features of security devices like Firewall, UTM / IPS / IDS etc | Bidder to explain security mechanism alongwith bid document. |
| 82 | Scope Of Work | | Bidder to ensure end to end Data security for the supplied solution. Bidder to submit compliance report for same post execution. TPNODL reserves the right to carry out end to end penetration testing through 3rd party. | MPLS itself a L3VPN based Private network. Providers don't handle any customer data, rather routes based on IP traffic and label switching. Kindly remove the clause | Tender terms remains unaltered. |
| 83 | Scope Of Work | | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP. | Request to remove the clause and customer to take care of the same | Tender terms remains unaltered. |

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| 84 | Scope Of Work | | A separate IPSEC VPN is to be created only for TPNODL network and in no way the VPN should be shared with other customers sharing the MPLS backbone. The MPLS Network must be accessible to TPNODL nodes only. | MPLS itself a L3VPN based Private network. Does it require additional IPsec VPN over the above. Hence please remove if not required. Else please provide more details on the IPSEC configuration, number of Tunnels. Also please provide the details of IPsec Concentrator TPNODL has at the central location and its specifications. | Bidder to design network as per tender T&C. |
| 85 | Scope Of Work | | Bidder needs to provision low-latency (< 30ms), and low jittering (< 10 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPNODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA). | Request to consider the latency as 60 -80 ms as per standard practices. | Clasue as per annexure VII of the bid document will remain intact. |
| 86 | Response and Restoration Time: | | Severity 1: Response Time - 30 Minutes Restoration Time - 2 Hour | Looks very stringent, please modify as Response Time - 30 Minutes Restoration Time - 4 Hour for Tier-1 cities / towns and 8 hours for tier-2 & Tier-3 Towns. | Tender terms remains unaltered |
| 87 | SLA | | Link Availability: >= 99.5% - No Penalty | Normally 99.5% is a standard SLA for Fibre, Hence please modify as 99.5% uptime for fibre 98.5% uptime for RF | Tender terms remains unaltered |
| 88 | General Scope | | Routing protocol | Kindly confirm last mile routing protocol should be whether Static or BGP. We recommend BGP considering number of sites. Same time must be similar to existing primary link if there is any. Hence please clarify | Bidder needs to design network to meet desired SLA.Same can be discussed during network designing. |
| 89 | General Scope | | Class of Service | Kindly clarify whether bidder has to enable Class of Service for traffic prioritization or all the traffic will be routed on single class. If required, We have 10 different Class of service profiles and customer can choose any one meeting nearest to their requirement and marks the DSCP values accordingly | Bidder needs to design network to meet desired SLA.Same can be discussed during network designing. |
| 90 | General Scope | | Link Acceptance and UAT | UAT criteria would be ping test from branch to DC. Once DC link is established, as and when a branch link is delivered and tested, request the customer to accept the link and provide sigh off for billing and assurance | Ok |
| 91 | General Scope | | Customer LAN architecture | In case Jio to Supply CPE Router, Please provide details of LAN architecture which it would be connected to a L3 derive / L2 device, Static configuration or IBGP etc. | Same can be discussed during network designing. |
| 92 | Annexure D | | Annexure D | Kindly remove this section, as its not applicable for telecom services contract/ project | Applicable |
| 93 | Annexure F & Forms | | Annexure F & Forms | Kindly remove this section, as its not applicable for telecom services contract/ project | Applicable |
| 94 | Annexure K | | Annexure K | Kindly remove this section, as its not applicable for telecom services contract/ project | Applicable |

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| 95 | Scope of Work; Clause No:3; Page No:33 | | Last mile connectivity should be through Optical Fibre at both Data centre and HQ and through optical fiber/wireless (based upon feasibility) at rest of the offices/location. In case of wireless for some offices if Fiber network recaches in the surrounding area bidder will provide fiber connectivity to those offices without any cost implication | For sites which are not feasible, please allow bidder the right of refusal. | RFP stands final |
| 96 | Scope of Work; Clause No:2; Page No:33 | | Network monitoring system should be deployed at TPNODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality | Is bidder need to provide the separate NMS tool or they can use their existing tool | The Web based portal with remote management functionality should be deployed at TPNODL HQ by the bidder, with auto ticketing. |
| 97 | Scope of Work; Clause No:5; Page No:33 | | Bidder shall provide N-1 redundancy for last mile connectivity at Data Center | Please confirm the considered DC location, and also clarify whether the requirement is Single WAN with Dual fibre path (Ring). | DC Location - Bhubaneswar & Balasore |
| 98 | Scope of Work; Clause No:23; Page No:34 | | Each connectivity availability should be 99.5%. | Normally 99.5% is a standard SLA for Fibre, Hence please modify as 99.5% uptime for fibre 98.5% uptime for RF | Tender terms remains unaltered |
| 99 | Scope of Work; Clause No:21; Page No:34 | | Bidder should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc. | MPLS itself a L3VPN based Private network. Kindly remove the clause as these are all the features of security devices like Firewall, UTM / IPS / IDS etc, MPLS technology is secure by design. Outside hacking is not possible as public routable IP addresses are not used. | Bidder to explain security mechanism alongwith bid document. |
| 100 | Scope of Work; Clause No:22; Page No:34 | | Bidder to ensure end to end Data security for the supplied solution. Bidder to submit compliance report for same post execution. TPNODL reserves the right to carry out end to end penetration testing through 3rd party. | MPLS itself a L3VPN based Private network. Providers don't handle any customer data, customer Data routes based on IP traffic and label switching. Kindly remove the clause | Tender terms remains unaltered |
| 101 | Scope of Work; Clause No:24; Page No:34 | | Packet loss not to exceed .05%. | The average Network packet loss for fiber last mile between PoP to PoP is <=0.5% and for wireless last mile is <=1.0% Pls change the clause | RFP stands final |
| 102 | Scope of Work; Clause No:56; Page No:36 | | Bidder needs to provision low-latency (< 30ms),and low jittering (< 10 ms) highly reliable, high-speed Links. The connectivity shall facilitate TPNODL to conduct business operations as per the specified RFP bandwidth requirements and as defined Service Level Agreements (SLA). | Kindly clarify - for low latency 30ms : Pls mention from where to where this latency required. As an Industry standard wireline maximum PoP to Pop will be <=80 ms and wireless maximum POP to POP latency will be <=100ms & for low Jitter Pls mention as <=10 ms | RFP stands final |
| 103 | Response and Restoration Time;; Clause No;; Page No:37 | | Severity 1: Response Time - 30 Minutes Restoration Time - 2 Hour | Looks very stringent, please modify as Response Time - 30 Minutes Restoration Time - 4 Hour for Tier-1 cities / towns and 8 hours for tier-2 & Tier-3 Towns. | RFP stands final |
| 104 | Outages and maintenance; Clause No;; Page No:37 | | >=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 Customer to please amend the clause as below >=98.5% --No Penalty <=98.5% and >97.5%---2% of Quarterly lease charges <=97.5% and >95%---5% of Quarterly lease charges <=95% and >90%---7% of quarterly lease charges <=90%---10 % of quarterly lease charges | RFP stands final |

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| 105 | Annexure I; Clause No.; Page No:15 | | Annual Recurring charges of managed services (with router & rack) | Pls confirm on the Scope of work for router as a service provider we will configure the Wan & LAN IP's alone remaining configuration to be enable at the TPNODL IP device, for the Rack part we need 1U space, Pls remove the rack scope from Service provider For Fiber Site: UPS Socket requirement: 2X220V Rack Space: 1 Unit Proper Earthing Required for Wireless Site: UPS Socket requirement: 2X220V Rack Space: 1 Unit Proper Earthing Required | Bidder has to configure WAN & LAN IP and also configure other ip details in router provided by TPNODL based on Site Requirements and also need to support configurations whenever required . |
| 106 | Annexure I; Clause No.; Page No:16 | | In case of part B as per Annexure 1, bidder has to provide connectivity with the Router and Rack as provided by TPNODL (specifications of hardware will be shared to the successful bidder). | How many locations router is required how many WAN & LAN interface required as a service provider we never provide read/write access complete management will be bidder scope. | As per schedule of Items. Final counting will be done during finalization of the tender |
| 107 | Clause No: 7.6; Page No: 14 | | Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them. | Request customer to provide the mentioned Code for our review. | Tata Code of Conduct is available a tour website: https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf |
| 108 | Clause No: 10; Page No: 14 | | 10.0 Safety Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by: http://www.tpsouthernodisha.com All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period. | Request Deletion as its not applicable clause | The Clause related to Safety in the bid can not be removed or modified. |
| 109 | Clause No: 3; Page No: 22 | | The Warranty shall be valid for a period of 5 years from the date of delivery further it can be extended for another 3 years based on requirement and satisfactory services. Warranty is inclusive of parts and services and hardware. Supplier shall replace all the faulty parts of any hardware provided for establishing the IP-MPLS LINK is free of cost during warranty period. Onsite Support will be provided by BA. | Warranty period for connectivity services are not applicable. However Bidder shall be responsible for the operation and maintenance of the Services in accordance with the SLA agreed for the entire duration of the contract. | Warranty is applicable for all Hardware /Software supplied under this project. Bidder shall be responsible for the operation and maintenance of the Services in accordance with the SLA agreed for the entire duration of the contract. |
| 110 | Clause No: 9; Page No: 33 | | 9. Bidder shall be responsible for detailed design and engineering of overall system including software and hardware. Bidder also needs to provide all the construction equipment, tools etc. required for pre-assembly, erection, installation, testing and commissioning of system. | Not applicable; Request deletion | RFP stands final |

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| 111 | Clause No: 21, 22; Page No: 34 | | 21) Bidder should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.22. 22) Bidder to ensure end to end Data security for the supplied solution. Bidder to submit compliance report for same post execution. TPNODL reserves the right to carry out end to end penetration testing through 3rd party. | Request deletion. Bidder is a connectivity service provider. Security related Clause is not applicable to Bidder here. | Bidder to explain security mechanism alongwith bid document. |
| 112 | Clause No: 40; Page No: 35 | | 40. Completion period: Work has to be completed with 30 days from the receiving of order. In case of delay 3% penalty will be added per week of the lease charge. | Bidder shall not be penalised if the delay is attributable to reasons outside the reasonable control of the Bidder | As per RFP |
| 113 | Clause No: 55, 57; Page No: 36 | | 55. During the period of contract, TPNODL may upgrade / downgrade bandwidth of any location from the initial contracted value to higher/ lower value. | If customer downgrades the subscribed bandwidth prior to serving minimum contract period, the customer will have to pay the recurring charges for difference between quantum of downgraded bandwidth for the balance period of minimum contract period . | with 30 days prior information time line TPNODL may upgrade / downgrade bandwidth of any location from the initial contracted value to higher/ lower value. |
| 114 | Clause No: 4; Page No: 47 | | Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, licence fees & compensation to be paid, whether incurred by the associates or by a third party for the work covered in the scope, regardless of when incurred, shall be supplied/provided by the associate without any extra cost and within the time schedule for efficient , smooth and satisfactory operation and maintenance of the works at the highest possible level under Indian conditions (but according to international standards for facility of this type), unless expressly excluded from the scope of supplies and services in this Contract. | Not Applicable for connectivity contract. The scope of work to be clearly agreed to.Request deletion. | This clause shall remain same as mentioned in GCC |
| 115 | Clause No: 4; Page No: 47 | | TPSODL have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by submitting a request in writing to the Associate. The Associate shall, within fifteen days of receipt of such request from the TPSODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request. | Any change should be mutually agreed between the Customer and Bidder. | This clause shall remain same as mentioned in GCC |
| 116 | Clause No: 4.1; Page No: 47 | | 4.1 Indemnity | Blanket Indemnity provision cannot be agreed to. Request customer to limit indemnity rights to the following events:: i) any damage to tangible property of the Customer by the Bidder ii) any death or injury caused by the bidder; iii) any breach of applicable law by the Bidder. | This clause shall remain same as mentioned in GCC |

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| 117 | Clause No: 10.3; Page No: 57 | | 10.3 Specifications and Standards The Associate shall follow all codes and standards referred in the Contract Document. Codes and standards of other may be followed by the Associate with the prior written approval of TPSODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract. | Any codes, standard to be followed by Bidder should be provided to the Bidder, in advance in writing | Ok |
| 118 | Clause No: 11; Page No: 58 | | 11.0 SAFETY All Associates shall strictly abide by the guidelines provided in TPSODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority: <input checked="" type="checkbox"/> Safety of Human Beings. <input checked="" type="checkbox"/> Safety of Equipment/Assets. <input checked="" type="checkbox"/> Timely Completion of Contract. Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPSODL may revise this CSMS document as a when required and the revised version shall be applicable on all contracts – current or future. | Any guidelines to be followed to be provided in advance in writing to the Bidder for evaluation. | The Clause related to Safety in the bid can not be removed or modified. |
| 119 | Clause No: 12.1; Page No: 58 | | 12. Guarantee | Not applicable for connectivity contracts. Request deletion. Bidder shall be responsible the operation and maintenance of the Services in accordance with the SLA for the entire contract duration. | This clause shall remain same as mentioned in GCC |
| 120 | Clause No: 13; Page No: 60 | | 13.0 LIQUIDATED DAMAGES | Bidder shall not be liable to pay any LD if the delay is attributable to the Customer, or if the delay arises out of the reasonable control of the Bidder | This clause shall remain same as mentioned in GCC |
| 121 | Clause No: 14; Page No: 60 | | 14.0 ASSIGNMENT OR SUBCONTRACTING Associates shall not assign any sub-contract/outsourcing during the period of this AMC. | Core Telecom services will not be subcontracted. However Bidder requires the right to subcontract services in relation to installation, commissioning, operations and maintenance services. | This clause shall remain same as mentioned in GCC |
| 122 | Clause No: 15; Page No: 61 | | 15.0 UNLAWFUL ACTIVITIES The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the TPSODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPSODL, in accordance with the terms of the present GCC. | Clause to be limited to employees engaged in providing services to the Customer and not all employees. Request modification. | This clause shall remain same as mentioned in GCC. This clause is applicable on employees of associated which are directly or indirectly involved in this contract. |
| 123 | Clause No: 16; Page No: 61 | | Confidentiality | Request customer to make the Clause mutual. Wherein both party's confidential information are protected. | RFP stands final |
| 124 | Clause No: 16.3; Page No: 62 | | 16.3 Associate's Processes | Request deletion. This is a connectivity service contract, no IP rights will be transferred under the agreement. | Bidder to abide by Clause no. 16.3/ annexure IX (GCC) of the bid document, pertaining to 'Associate's Processes' |

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| 125 | Clause No: 16.4; Page No: 62 | | 16.4 Exclusions | Request addition of the following 2 exclusions: i) information independently developed by the Bidder; ii) information required to be disclosed pursuant to any court or regulatory order. | RFP stands final |
| 126 | Clause No: 17; Page No: 72 | | 17.0 INTELLECTUAL PROPERTY RIGHTS | Request deletion. As this is a connectivity service contract, no IP rights will be transferred under the agreement. Each party shall continue to own its own IP | RFP stands final |
| 127 | Clause No: 18; Page No: 62 | | 18.0 INDEMNITY The Associate shall at all times indemnify, keep indemnified and hold harmless the TPWODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPWODL is held liable for by any court judgement. In this connection, the TPWODL shall pass on all claims made against him to the Associate for settlement. | Request Deletion of the first paragraph, as the contract is for connectivity services and not supply of any goods or software. | RFP stands final |
| 128 | Clause No: 18; Page No: 62 | | The Associate assumes responsibility for and shall indemnify and save harmless the TPNODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPNODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPNODL | The indemnity provision is very broad and cannot be accepted as is. Request customer to limit the indemnity to below events: i) any death or injury caused by negligent act or omission of the bidder; ii) any damage to tangible property caused by the negligent act or omission of the bidder; iii) any material breach of applicable law by Bidder; | This clause shall remain same as mentioned in GCC |

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| 129 | Clause No: 19; Page No: 63 | | 19.1 Liability Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's negligence, willful misconduct or breach of contract. | Request customer to make the following modification: In no event will either party be liable for any indirect, incidental or consequential damage or loss under the contract. | RFP stands final |
| 130 | Clause No: 21; Page No: 64 | | 21.0 SUSPENSION OF CONTRACT | Request deletion of entire clause 21. Not applicable for connectivity contracts. | RFP stands final |
| 131 | Clause No: 22.1; Page No: 66 | | 22.1 Termination for Default/Breach of Contract | In the event of any breach/default by the Bidder, request Customer to provide Bidder 90 days cure period to rectify the breach/default. Failing which the effected link can be terminated. Request modification. | RFP stands final |
| 132 | Clause No: 22.1; Page No: 66 | | In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, TPNODL shall have the right to terminate all the contracts TPNODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPNODL available to it under law. | Due process of law should be followed in conclusively determining this claim of Bidder being unethical, with the Bidder getting fair opportunity to represent itself. | RFP stands final |
| 133 | Clause No: 22.1; Page No: 66 | | Without prejudice to its right to terminate for breach of contract, TPNODL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate. | Request deletion. Termination for convenience is not acceptable as the Bidder has to undertake substantial investment and capital expenditure to provide the services under the contract. | This clause shall remain same as mentioned in GCC |
| 134 | Clause No: 22; Page No: 67 | | In case of termination of the contract the parties agree to be governed inter alia by the following: a. In case TPNODL exercises its right of termination as stated above the associate shall not dispute or object to the same. | Request deletion. Bidder does not agree to waive its legal rights if any. | This clause shall remain same as mentioned in GCC |
| 135 | Clause No: 22; Page No: 67 | | In the event of such termination, TPSODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPSODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPSODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPSODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPSODL under law against the associate. | request deletion. Risk purchase clause is not accepted | RFP stands final |

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| 136 | Clause No: 22; Page No: 67 | | Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, TPSODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPSODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPSODL. | Request deletion. | RFP stands final |
| 137 | Clause No: 22.3; Page No: 68 | | 22.3 Termination for Convenience of TPSODL TPSODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPSODL 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. | Termination for convenience is not acceptable as the Bidder has to undertake substantial investment and capital expenditure to provide the services under the contract. In the event of termination for convenience, "Exit charges" equivalent to the charges of the unexpired term as per the Commercial Form shall be payable by the customer. | RFP stands final |
| 138 | Clause No: ; Page No: | | Additional Clause proposed by bidder | Associate can terminate in the event of payment failure, or if the services are used for any unlawful or unauthorised purpose, or under the direction and instruction of any regulatory authority. | RFP stands final |
| 139 | Clause No: 25.1; Page No: 68 | | 25.1 Cancellation The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates. | Request deletion. Once the Bid has been granted, any change shall be mutually agreed. | RFP stands final |
| 140 | Clause No: 27; Page No: 69 | | 27.0 ERRORS AND OMISSIONS | Clause to be made mutual | RFP stands final |
| 141 | Clause No: 28; Page No: 69 | | 28.0 TRANSFER OF TITLES The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPSODL is after commissioning and complete handing over-taking over. | Not applicable in connectivity services contract. Ownership shall be retained by the party. Request deletion. | RFP stands final |
| 142 | | | Documents to be executed by Customer | The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement | Tender terms shall prevail. |
| 143 | | | Customer Dependency | Customer to provide space in its premises, 24*& access and continuous power supply to the Bidder for the provision of the Services. | TPNODL will provide necessary requirements at site |
| 144 | Annexure VII Scope of Work & Service Level Agreement ; Clause No:7; Page no:48 | | Installation, commissioning, configuring of the link and hardware (Modems, mast, Router, cabling, etc.) will be under bidder scope. | If CPE services are within our scope, we request TPNODL to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence TPNODL will receive separate invoices | Bidder to provision WAN router at TPNODL location for link termination. Bidder need to quote as per schedule of items in Tender. |

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| 145 | Annexure VII Scope of Work & Service Level Agreement ; Clause No:25; Page no:50 | | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP | Request TPNODL to provide earthing and ups backups. Incase within Bidders scope, the charges for same shall be included in the invoice | Bidder is required to provide earthing for safety of hardware supplied under this RFP |
| 146 | Liquidated Damages- Scope of Work & Service Level Agreement ; Clause No:13; Page no:72 | | <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 TPNODL, 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, TPNODL 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 TPNODL, 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, TPNODL 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 be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPNODL as a proof of deduction/ recovery.</p> | We request TPNODL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note | This clause shall remain same as mentioned in GCC |
| 147 | Suspension for Convenience ; Clause No:21.1; Page no:77 | | <p>TPNODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business day notice for all other contracts. Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.</p> | Incase of suspension of execution of contract for convenience, TPNODL shall be required to pay exit charges to the bidder. | This clause shall remain same as mentioned in GCC |
| 148 | Termination for Convenience of TPNODL ; Clause No:23; Page no:80 | | TPNODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPNODL 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 for convenience, TPNODL to pay "termination for convenience" fee equivalent to 5% of the unexecuted contract value | RFP stands final |

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| 149 | Inspection Participation ; Clause No:11.1; Page no: | | 11.1 Right to Carry Out Inspection TPNODL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction. ☑ During basic design and detail engineering of material/ Equipment carried out by Associate /Outsourced Agencies. ☑ During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility. ☑ During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility. ☑ During Installation & Commissioning Activities/Stages. ☑ Prior to Clearing of the completed installation for commissioning. ☑ Any other stage as find appropriate by TPNODL during contract execution time. All inspections and participations shall be carried out by TPNODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document. | We request TPNODL to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning | RFP stands final |
| 150 | Clause no: 7.1; Page no:14 | | Any change in statutory taxes, duties and levies during the contract period shall be borne by TP Southern Odisha Ltd. However in case of delay in work execution owing to reasons not attributable to TP Southern Odisha Distribution Ltd., any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TP Southern Odisha Distribution Ltd. | Delays can be due to events outside the reasonable control of the Bidder. In such events any liability needs to be mutually dealt with. | Delays for any service shall be considered which shall be attributable to BA. |
| 151 | Clause no: 7.6; Page no:15 | | Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them. | Request customer to provide the mentioned Code for our review. | This clause shall remain same as mentioned in GCC |
| 152 | Clause no: 10; Page no:15 | | 10.0 Safety Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by: http://www.tpsouthernodisha.com All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period. | Not relevant for telecom services provider contracts - Hence, request deletion | The Clause related to Safety in the bid can not be removed or modified. |
| 153 | Clause no: 15; Page no:49 | | 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 deletion. Customer should provide Bidder 24*7 uninterrupted power supply for the provision of Services by the Bidder. | All including cabling (i.e. Power Cable, earthing Cables etc.), involving all Civil & Electrical work including Antenna mast erection /Optical Fiber laying required for Implementation of MPLS links at all TPNODL locations as per Bid is under Bidder's scope |

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| 154 | Clause no: 22; Page no:49 | | 22. Bidder should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc. | Is DDoS and security part of scope. And in MPLS its not possible - Hence, request deletion | Bidder to explain security mechanism alongwith bid document. |
| 155 | Clause no: 23; Page no:49 | | 23. Bidder to ensure end to end Data security for the supplied solution. Bidder to submit compliance report for same post execution. TPSODL reserves the right to carry out end to end penetration testing through 3rd party. | Is DDoS and security part of scope. And in MPLS its not possible - Hence, request deletion | End to end Data Security is needed for the solution supplied by the bidder. |
| 156 | Page no:51 | | Service Level Agreement (SLA) | Request customer to exclude the following events from downtime calculation: i) Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder. ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Bidder personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Bidder, xi. Suspension of Service by the Bidder xii. Force Majeure Events, xiii. Customer scheduled maintenance, | RFP stands final |

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| 157 | Annexure IX (GCC); Clause no: 4; Page no:56 | | Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, licence fees & compensation to be paid, whether incurred by the associates or by a third party for the work covered in the scope, regardless of when incurred, shall be supplied/provided by the associate without any extra cost and within the time schedule for efficient , smooth and satisfactory operation and maintenance of the works at the highest possible level under Indian conditions (but according to international standards for facility of this type), unless expressly excluded from the scope of supplies and services in this Contract. | Not Applicable for connectivity contract. The scope of work to be clearly agreed to.Request deletion. | Can not be deleted |
| 158 | Annexure IX (GCC); Clause no: 4; Page no:56 | | TPSODL have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by submitting a request in writing to the Associate. The Associate shall, within fifteen days of receipt of such request from the TPSODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request. | Any change should be mutually agreed between the Customer and Bidder. | RFP stands final |
| 159 | Annexure IX (GCC); Clause no: 4.1; Page no:56 | | 4.1 Indemnity | Blanket Indemnity provision cannot be agrred to. Request customer to limit indemnity rights to the following evnets:: i) any damage to tangible property of the Customer by the Bidder ii) any death or injury caused by the bidder; iii) any breach of applicable law by the Bidder. | This clause shall remain same as mentioned in GCC |
| 160 | Annexure IX (GCC); Clause no: 4.6, 4.7; Page no: | | | NA for connectivity services request deletion. | RFP stands final |
| 161 | Annexure IX (GCC); Clause no: 10.3; Page no: | | 10.3 Specifications and Standards The Associate shall follow all codes and standards referred in the Contract Document. Codes and standards of other may be followed by the Associate with the prior written approval of TPSODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract. | Any codes, standard to be followed by Bidder should be provided to the Bidder, in advance in writing | Ok |

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| 162 | Annexure IX (GCC); Clause no: 11; Page no:70 | | <p>11.0 SAFETY</p> <p>All Associates shall strictly abide by the guidelines provided in TPSODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety of Human Beings. <input checked="" type="checkbox"/> Safety of Equipment/Assets. <input checked="" type="checkbox"/> Timely Completion of Contract. <p>Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPSODL may revise this CSMS document as a when required and the revised version shall be applicable on all contracts – current or future.</p> | Any guidelines to be followed to be provided in advance in writing to the Bidder for evaluation. | The Clause related to Safety in the bid can not be removed or modified. |
| 163 | Annexure IX (GCC); Clause no: 12.1; Page no:70 | | 12. Guarantee | Not applicable for connectivity contracts. Request deletion. Bidder shall be responsible the operation and maintenance of the Services in accordance with the SLA for the entire contract duration. | This clause shall remain same as mentioned in GCC |
| 164 | Annexure IX (GCC); Clause no: 13; Page no:71 | | 13.0 LIQUIDATED DAMAGES | Bidder shall not be liable to pay any LD if the delay is attributable to the Customer, or if the delay arises out of the reasonable control of the Bidder | This clause shall remain same as mentioned in GCC |
| 165 | Annexure IX (GCC); Clause no: 15; Page no:73 | | <p>15.0 UNLAWFUL ACTIVITIES</p> <p>The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the TPSODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPSODL, in accordance with the terms of the present GCC.</p> | Clause to be limited to employees engaged in providing services to the Customer and not all employees. Request modification. | This clause shall remain same as mentioned in GCC. This clause is applicable on employees of associated which are directly or indirectly involved in this contract. |
| 166 | Annexure IX (GCC); Clause no: 16; Page no:74 | | Confidentiality | request customer to make the Clause mutual. Wherein both party's confidential information are protected. | Tender terms shall prevail. |
| 167 | Annexure IX (GCC); Clause no: 16.3; Page no:74 | | 16.3 Associate's Processes | Request deletion. This is a connectivity service contract, no IP rights will be transferred under the agreement. | This clause shall remain same as mentioned in GCC |
| 168 | Annexure IX (GCC); Clause no: 16.4; Page no:74 | | 16.4 Exclusions | Request addition of the following 2 exclusions: i) information independently developed by the Bidder; ii) information required to be disclosed pursuant to any court or regulatory order. | Tender terms shall prevail. |
| 169 | Annexure IX (GCC); Clause no: 17; Page no:75 | | 17.0 INTELLECTUAL PROPERTY RIGHTS | Request deletion. As this is a connectivity service contract, no IP rights will be transferred under the agreement. Each party shall continue to own its own IP | This clause shall remain same as mentioned in GCC |

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| 170 | Annexure IX (GCC); Clause no: 18; Page no:75 | | <p>18.0 INDEMNITY The Associate shall at all times indemnify, keep indemnified and hold harmless the TPNODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPNODL is held liable for by any court judgement. In this connection, the TPNODL shall pass on all claims made against him to the Associate for settlement.</p> | Request Deletion of the first paragraph, as the contract is for connectivity services and not supply of any goods or software. | Tender terms shall prevail. |
| 171 | Annexure IX (GCC); Clause no: 19; Page no:75 | | <p>19.1 Liability Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's negligence, willful misconduct or breach of contract.</p> | Request customer to make the following modification: In no event will either party be liable for any indirect, incidental or consequential damage or loss under the contract. | Tender terms shall prevail. |
| 172 | Annexure IX (GCC); Clause no: 20; Page no:76 | | <p>20.0 FORCE MAJEURE</p> | Force Majeure events should not be an event for termination. Request modification. | Tender terms shall prevail. |
| 173 | Annexure IX (GCC); Clause no: 21; Page no:77 | | <p>21.0 SUSPENSION OF CONTRACT</p> | Request deletion. Not applicable for connectivity contracts. | Tender terms shall prevail. |
| 174 | Annexure IX (GCC); Clause no: 22.1; Page no:79 | | <p>22.1 Termination for Default/Breach of Contract</p> | In the event of any breach/default by the Bidder, request Customer to provide Bidder 90 days cure period to rectify the breach/default. Failing which the effected link can be terminated. Request modification. | Tender terms shall prevail. |

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| 175 | Annexure IX (GCC); Clause no: ; Page no:80 | | In the event of such termination, TPSODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPSODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPSODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPSODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPSODL under law against the associate. | request deletion. Risk purchase clause is not accepted | Tender terms shall prevail. |
| 176 | Annexure IX (GCC); Clause no: ; Page no:80 | | Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, TPSODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPSODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPSODL. | Not relevant for telecom services provider contracts - Hence, request deletion | Tender terms shall prevail. |
| 177 | Annexure IX (GCC); Clause no: 22.3; Page no:80 | | 22.3 Termination for Convenience of TPSODL TPSODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPSODL 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. | Termination for convenience is not acceptable as the Bidder has to undertake substantial investmnet and capital expenditure to provide the services under the contract. In the event of termination for convenience, "Exit charges" equivalent to the charges of the unexpired term as per the Commercial Form shall be payable by the customer. | Tender terms shall prevail. |
| 178 | Annexure IX (GCC); Clause no: ; Page no: | | Additional Clause proposed by bidder | Associate can terminate in the event of payment failure, or if the services are used for any unlawful or unauthorised purpose, or under the direction and instruction of any regulatory authority. | Tender terms shall prevail. |
| 179 | Annexure IX (GCC); Clause no: 25.1; Page no:81 | | 25.1 Cancellation The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates. | Request deletion. Once the Bid has been granted, any change shall be mutually agreed. | Tender terms shall prevail. |
| 180 | Annexure IX (GCC); Clause no: 27; Page no: | | 27.0 ERRORS AND OMISSIONS | Clause to be made mutual | Tender terms shall prevail. |
| 181 | Annexure IX (GCC); Clause no: 28; Page no: | | 28.0 TRANSFER OF TITLES The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPSODL is after commissioning and complete handing over-taking over. | Not applicable in connectivity services contract. Ownership shall be retained by the party. Request deletion. | Tender terms shall prevail. |

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| 182 | Annexure IX (GCC); Clause no: ; Page no: | | ANNEXURE-L CONTRACTOR SAFETY MANAGEMENT SYSTEM | Not relevant for telecom services provider contracts - Hence, request deletion | The Clause related to Safety in the bid can not be removed or modified. |
| 183 | Additional Clause Proposed by the Bidder | | Documents to be executed by Customer | The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement | Tender terms shall prevail. |
| 184 | Additional Clause Proposed by the Bidder | | Customer Dependency | Customer to provide space in its premises, 24*7 access and continuous power supply to the Bidder for the provision of the Services. | Access of associate's manpower to TPNODL premises to work and other necessary requisites are subject to fulfilment of all conditions of Annexure F - Service Level Agreement, by the bidder |
| 185 | Annexure VII Scope of Work & Service Level Agreement | | BIDDER shall undertake installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained bandwidth. The consumables if any (Fiber Patch Cords, Rack, LIU, UTP patch cords, Media Convertors, Power Cables etc.) will be provided by, BIDDER only adding no additional cost. | If CPE services are within our scope, we request TPNODL to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence TPNODL will receive separate invoices | RFP stands final |
| 186 | Annexure VII Scope of Work & Service Level Agreement | | Completion period: Work has to be completed with 30 days from the receiving of order. In case of delay 3% penalty will be added per week of the lease charge. | Request TPNODL to note that the penalty shall be settled in form of credit note | RFP stands final |
| 187 | Annexure VII Scope of Work & Service Level Agreement | | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP. | Request TPNODL to provide earthing and ups backups. Incase within Bidders scope, the charges for same shall be included in the invoice | Bidder is required to provide earthing for safety of hardware supplied under this RFP |
| 188 | Suspension for Convenience | | TPNODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business day notice for all other contracts. Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction. | Incase of suspension of execution of contract for convenience, TPNODL shall be required to pay exit charges to the bidder. | Tender terms shall prevail |
| 189 | Termination for Convenience of TPNODL | | TPNODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPNODL 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 for convenience, TPNODL to pay "termination for convenience" fee equivalent to 5% of the unexecuted contract value | Tender terms shall prevail |
| 190 | | | Additional | We request TPNODL to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning | RFP stands final |

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| 191 | 13/153 | | Rate Contract shall be valid for a period of 1 year from the placement of contract. Release order shall be placed as per the requirement of TPNODL. | TPNODL to confirm the minimum quantity of locations that will be released to L1 bidder. | As per schedule of items and location shared in RFP |
| 192 | 13/153 | 7.3 | Delivery terms - The material shall be delivered within 4-6 weeks from issue of release order against the Rate contract. | Request TPNODL to increase the delivery period to 6-8 weeks from the date of placement of formal RO. | RFP stands final |
| 193 | 15/153 | Annexure I | One Time charges is mentioned for 250 locs. However the total no of locations if added in the price bid format comes to 269. Further the list of | However the total no of locations if added in the price bid format comes to 269. Further the list of locations provided is actually 197. TPNODL to share the list of balance 73 locations with Lat-Long details. | As per schedule of items |
| 194 | 22/153 | 3 | The Warranty shall be valid for a period of 5 years from the date of delivery further it can be extended for another 3 years based on requirement and satisfactory services | Does this mean that the Contract validity will be for a period of 5 years from the date of receipt of PO/RO with a possibility of extension by another 3 years. Request TPNODL to confirm the same please. | As per tender |
| 195 | 24/153 | b | Following are the locations where first mile connectivity is required | TPNODL to confirm the meaning of "First Mile Connectivity". | Priority to provide connectivity as per SLA |
| 196 | 29/153 | c | Following are the locations where second mile (PSS) connectivity is required | TPNODL to confirm the meaning of "Second Mile (PSS) Connectivity". | Priority to provide connectivity as per SLA |
| 197 | 33/153 | 2 | Network monitoring system should be deployed at TPNODL premises for fault and performance monitoring. NMS should support Web based access and remote management functionality. | Request TPNODL to allow bidders to use their remote / cloud based NOC / NMS tools to monitor & manage the links deployed for TPNODL. This is an industry standard practise. | The Web based portal with remote management functionality should be deployed at TPNODL HQ by the bidder, with auto ticketing. |
| 198 | 34/153 | 10 | The bidder is required to maintain the link for a minimum period of Five years, further it can be extended for another 3 years based on requirement and satisfactory services. | In Page-13/153 TPNODL has confirmed that Rate Contract shall be valid for a period of 1 year from the placement of contract. However in this clause 10 (page-34/153) the bidder is required to maintain the link for 5 years + 3 years. TPNODL to confirm renewal of existing rate contract with the bidder for the subsequent years. | As per RFP |
| 199 | 34/153 | 14 | 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. | 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. | RFP stands final |
| 200 | 34/153 | 15 | 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 TPNODL to provide / extend assistance of their local electrician and civil teams if required by the bidder for power related & civil related requirements. | All including cabling (i.e. Power Cable, earthing Cables etc.), involving all Civil & Electrical work including Antenna mast erection /Optical Fiber laying required for Implementation of MPLS links at all TPNODL locations as per Bid is under Bidder's scope |
| 201 | 34/153 | 21 | Bidder should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc. | Request TPNODL to remove this clause as the same is not applicable for MPLS networks. | Bidder to explain security mechanism alongwith bid document. |
| 202 | 34/153 | 23 | Each connectivity availability should be 99.5%. | Request TPNODL to reduce uptime to 98.5% for RF last mile connectivity. | Tender terms remains unaltered |
| 203 | 34/153 | 24 | Packet loss not to exceed .05%. | Request TPNODL to amend the clause as ... "Packet loss not to exceed 1%. | RFP stands final |

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| 204 | 34/153 | 25 | Round trip time delay shall be below 120 ms from APN based SIM to TPNODL Control centres. | In Clause-3 (Page-33/153) TPNODL has mentioned that the last mile should be either on Fiber or RF. In view of the same request TPNODL to confirm if they will be allowing bidders to use SIM based last mile connectivity as well since the Clause-25 (Page-34/153) refers to SIM based last mile connectivity solution. | ON SIM based connectivity SLA will be on best efforts |
| 205 | 34/153 | 27 | A minimum slot of 10 Static IP's available on its port which may be scaled up for future requirement. | Request TPNODL to remove this clause as the same is not applicable for MPLS networks. | Bidder needs to design network to meet desired SLA.Same can be discussed during network designing. |
| 206 | 35/153 | 36 | The Bidder should have the capability of increasing / decreasing bandwidth on demand and should be willing to change the bandwidth up or down on demand. The change in bandwidth must be provided within 15 days. | Request TPNODL to extend the timeline for upgrades to at least 30 days considering that most sites will be in Tier-3 / Tier-4 cities. | As bandwidth will depend upon utilization of particular location which may vary , Bandwith may require to be upgraded/Degraded . For which information will be provided to bidder . Changes should be executed within 30 days of information from TPDDL engineer in charge. |
| 207 | 35/153 | 40 | Completion period: Work has to be completed with 30 days from the receiving of order. In case of delay 3% penalty will be added per week of the lease charge. | Request TPNODL to amend the clause as ... Work has to be completed with 60 days from the receiving of order. In case of delay 1% penalty will be added per week of the lease charge. | RFP stands final |
| 208 | 35/153 | 44 | Bidder needs to provision dedicated earthing for all type of hardware supplied under this RFP. | Request TPNODL to allow bidders to use their existing building earthing for the protection of the bidders electronics. | Bidder is required to construct earthing for safety of hardware supplied under this RFP , space will be provided by TPNODL |
| 209 | 36/153 | 45 | Bidder needs to make provision of UPS with 8 Hrs. backup at all locations for power backup incase DC supply and backup is not available. | Request TPNODL to provide UPS with 8 Hrs back-up at all their locations as UPS power & earthing has to be customer responsibility. | UPS not required in Primary Sub Stations , But bidder have to ensure that all devices related to communication within scope must be work with DC supply range of (24V-60V). Back up of DC Power supply available in All PSS |
| 210 | 36/153 | 46 | A separate IPSEC VPN is to be created only for TPNODL network and in no way the VPN should be shared with other customers sharing the MPLS backbone | TPNODL provided routers must come equipped with necessary security IOS/licenses to support IPsec VPN tunnelling. | Bidder to design network as per tender T&C. |
| 211 | 36/153 | 56 | Bidder needs to provision low-latency (< 30ms),and low jittering (< 10 ms) highly reliable, high-speed Links. | Request TPNODL to amend the clause as ... Bidder needs to provision low-latency (< 80ms) and low jittering (< 45ms) highly reliable, high-speed Links. | RFP stands final |