

**Bid Number: GEM/2023/B/3970628**


S. NO.	Detail	Seller Query	Buyer Response
1.	Bid Eligibility Criteria	We Requested you to kindly ask NLD license instead of ILD license as it's not mandatory as per department of Telecom/TRAI. This clause is restricted clause.	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.
2.		Kindly Provide existing service provider details as it has been asked that "existing backhaul not be used?"	<b>BSNL</b> (Bharat Sanchar Nigam Limited).
3.		Kindly provide the local contact person details (phone and mail id) for site survey and feasibility.	You can reach out directly using the provided phone number: <b>9412972267</b> and email address: <b>skverma@gbpiet.ac.in</b>  These coordinates ( <b>30.1821° N, 78.6941° E</b> ) can be useful for conducting site surveys and feasibility studies.  It's essential to closely follow the instructions and technical requirements provided in the RFP/NIT document.
	Product/Service specification	We understand that DDOS mitigation capacity will be equal to subscribed bandwidth of 1 Gbps. Pls revert whether understanding is correct.	Correct.
	SERVICE LEVEL GUARANTEE AND	Cl no t Page 9 The ISP/bidder should provide Managed services for monitoring (link up/down, packet drop, latency, and other QS parameters) and maintenance of the link. The link (including the last mile) should be monitored on a 24x7 basis by the provider. SNMP access to the GBPIET, Pauri Garhwal Gateway Router will be provided for monitoring. Understand that SNMP	Correct.


  
21/02/23

  
03/02/23

**Bid Number: GEM/2023/B/3970628**

		access you are referring is READ Only access to the LAN port of Bidders supplied router. Pls revert whether understanding is correct.	
	Conditions of the bid	Cl no E 10 page 5 The institute will not procure any hardware and the service provider will have to provide all the required hardware - Understand that bidder will provide CPE router along with the link and Ethernet handoff. The Firewall or Switch for connecting the bidder provided router will be provided by the Customer. Pls revert whether understanding is correct.	Correct.
	Additional Query	Request customer to provide the site readiness for site as below:  Online UPS Power of 150 watts , earthing from 220 volts to 230 volts, E-N Voltage < 2 volts, Air conditioning inside server room, Rack Space of 4U in existing rack, 24*7 permission inside server room for installation of link & for maintenance of link, Dept. to arrange rooftop permission from landlord for installation of RF Pole etc.	Online UPS Power of 20 KVA: <b>Available</b> Earthing from 220 volts to 230 volts: <b>Done</b> E-N Voltage < 2 volts: <b>Done</b> Rack Space of 4U in the existing rack: <b>Available</b> 24*7 permission inside server room for installation of link & for maintenance of link: <b>OK</b> Dept. to arrange rooftop permission from landlord for installation of RF Pole etc.: <b>OK</b>  ISP will arrange the rest of the requirements.
	Conditions of the bid	Cl. no E-13 Page 5 - The separate new line with preferably different source operator other than the existing source operator should be implemented by the operator - Request to share the name and	<b>BSNL</b> (Bharat Sanchar Nigam Limited).

  
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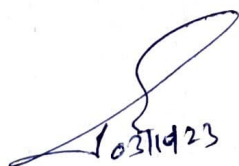
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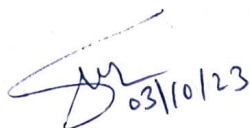
		details of the existing operator.	
	Commencement of the contract	Cl no K Page no 7 The services are expected to be commenced after the trial period of minimum 30 days - Please change the trail period to 3 days.	OK ...Valid for 7 working days.
	Additional Query	Request Deptt. to consider the Acceptance of the link to be WAN Ping test from CPE to PE & Internet Browsing.	Ok.
	Additional Query	Request Deptt. to provide the Acceptance of link within 3 days post-handover of link.	OK ...7 working days.
	Annexure I	<p>THIRD PARTY NON-DISCLOSURE AGREEMENT:</p> <p>Kindly make the following changes in the NDA:</p> <ol style="list-style-type: none"> <li>1. Clause related to confidentiality should be mutual</li> <li>2. Exceptions to be added to confidentiality related to information being independently developed, available on public domain, obtained from a legitimate third party, sharing information basis requirement from regulatory or litigation teams.</li> <li>3. We understand that confidential information may either be returned or destroyed. Kindly update to that extent.</li> <li>4. Confidential obligations cannot survive perpetually but survival to be limited to a period of 2 years post termination of the contract</li> <li>5. We understand that a copy of the confidential information can be archived and can be used for fulfilling legal or statutory requirements.</li> </ol>	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.
	Annexure II-5	Obligation of the contractor The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.

  
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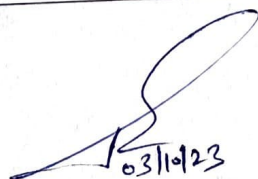
		<p>responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the UPMRC fully indemnified against any liability which includes direct or indirect, interest, penalty etc. of the Contractor in respect thereof, which may arise.</p> <p>We understand that indirect damages are excluded in line with Section 73 of the Indian Contract Act. Kindly update the same accordingly.</p>	
	Annexure II-7	<p>UPMRC may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.</p> <p>The termination clause is very open ended. Request you to modify the termination to include the following: If bidder fails to deliver perform any or all the obligations within the 3 consecutive Service Level measurement period as specified in the RFP/Agreement, or any extension thereof granted by as agreed to with the customer then the customer can terminate the affected link by giving a 30 days advance written notice to cure the breach.</p>	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.
	Annexure II-9	<p>In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. UPMRC shall have no liability whatsoever.</p> <p>We understand same will be invoked only in the event same is solely attributable to the bidder and while such employees of the bidder are</p>	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.

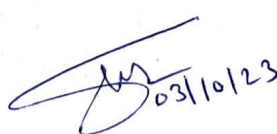
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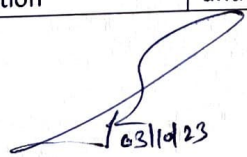
		permanently deployed at the premises of UPMRC	
	ADDITIONAL	<p>Limitation of Liability:          Requesting customer to cap over liability of bidder to Annual charges received by Bidder under this RFP. Also requesting the customer to add a provision excluding indirect damages stating that "Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities."</p>	No change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.
	ADDITIONAL	<p>Documents to be executed by Customer:          1. The Provision of services by the bidder and use of the same by the Customer will be as per T&amp;C of the unified license, in compliance with applicable laws.          2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement and all such regulatory documents shall govern the regulatory terms and conditions.</p>	Already Asked. No Change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.
	2.2	<p>Service Level Requirement:          Requesting Customer to please add exclusions to Service Levels as follows:          Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:          I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of the Bidder in case of a Service Disruption          ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that</p>	No Change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.

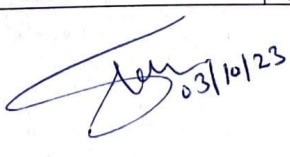
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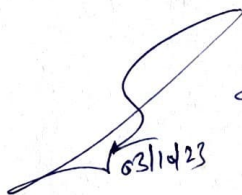
		<p>is not provided or managed by Bidder</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Bidder's personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p> <p>ix. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Bidder,</p> <p>xii. Force Majeure Events,</p> <p>xiii. Customer scheduled maintenance,</p>	
		<p>Mismatch in performance security percentage. Please confirm correct percentage please confirm whether the same is 10% as per RFP or 3% as per GeM document.</p>	<p>10% as per RFP.</p>
	O (i)	<p>Maximum SLA penalty should be restricted to 10% of the contract value.</p>	<p>No Change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.</p>
	Payment Terms and Condition	<p>Clause M. Payment terms and Conditions Annual</p>	<p>Pay quarterly after completion of the quarter, subject to submission of</p>

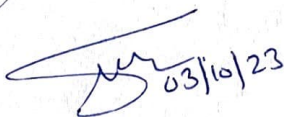
 03/10/23

 03/10/23

**Bid Number: GEM/2023/B/3970628**

		Bandwidth Charges quoted by the Bidder shall be payable on a quarterly basis at the end of the quarter within 30 days from the submission of invoice. Please confirm.	proper invoice in triplicate by the Service Provider.
	Conditions of the bid	The institute reserves the right to decrease the 1 Gbps BW if required , the selected bidder would have to supply/operate the lesser bandwidth with cost on prorated basis. Understand that bandwidth sizing must have been considered keeping in view of requirements. We also understand that downsizing will not be done except in very special circumstances. Pls revert whether understanding is correct.	Correct.
	Average Bandwidth Availability	1 Gbps and Above - NIL 900 Mbps to 1 Gbps 10% Since IP overheads do not allow 100% bandwidth availability to customer, request for amendment to: >900 Mbps - NIL <900 Mbps - prorated payment for the bandwidth value delivered.	No Change. It's essential to closely follow the instructions and guidelines provided in the RFP/NIT document.

  
03/10/23

  
03/10/23