

Pre-bid Queries on DGH Tender - Tender No.: MM-12017/16/2017-DGH/ENQ/080

M/s Vodafone India						
Sr. No.	Section No.	Page No.	Clause No. of Bidding Document	Clause Description	Clarification Sought	DGH's reply
1	2.0 FUNCTIONAL REQUIREMENT:	49	2	PDC – SDC Connectivity: NDR would be supported by a DR Site at STPI Bhubaneswar(proposed), The Data at PDC , Noida would be replicated to Secondary Data Centre (SDC) i.e DR site on regular basis through a 100 Mbps leased line.	Please suggest if DGH is ok with 100 Mbps L3 MPLS VPN service between PDC, Noida and SDC at STPI, Bhubaneshwar	Yes. 100 Mbps L3 MPLS VPN
2	2.0 FUNCTIONAL REQUIREMENT:	49	2	PDC – SDC Connectivity: NDR would be supported by a DR Site at STPI Bhubaneswar(proposed), The Data at PDC , Noida would be replicated to Secondary Data Centre (SDC) i.e DR site on regular basis through a 100 Mbps leased line.	We request to assist Service Provider in getting the permission to install MUX at STPI Bhubaneshwar Data centre	DGH will do the facilitation and necessary coordination with STPI. However, INC will be the responsibility of Service Provider.
3	2.0 FUNCTIONAL REQUIREMENT:	49	2	PDC – SDC Connectivity: NDR would be supported by a DR Site at STPI Bhubaneswar(proposed), The Data at PDC , Noida would be replicated to Secondary Data Centre (SDC) i.e DR site on regular basis through a 100 Mbps leased line.	We request DGH to take care of the Connectivity from service Provider MUX to DGH rack at STPI Bhubaneshwar Data centre	Agreed
4	2.0 FUNCTIONAL REQUIREMENT:	49	2	PDC – SDC Connectivity: NDR would be supported by a DR Site at STPI Bhubaneswar(proposed), The Data at PDC , Noida would be replicated to Secondary Data Centre (SDC) i.e DR site on regular basis through a 100 Mbps leased line.	We request DGH to provide space and power for Service Provider to place CPE router on which MPLS VPN link will be terminated at STPI Bhubaneshwar, Data centre.	Agreed
5	2.0 FUNCTIONAL REQUIREMENT:	49	2	PDC – SDC Connectivity: NDR would be supported by a DR Site at STPI Bhubaneswar(proposed), The Data at PDC , Noida would be replicated to Secondary Data Centre (SDC) i.e DR site on regular basis through a 100 Mbps leased line.	Please suggest if Service provider has to provide CPE router along with the MPLS link at both PDC, Noida and SDC at STPI, Bhubaneshwar.	Yes , Service Provider has to provide CPE routers at both the ends.
6	2.0 FUNCTIONAL REQUIREMENT:	49	2	SDC Address: STPI Elite Building, Gothapatana , Bhubaneswar, Odisha ,(proposed).	Please confirm if this address is confirmed as the SDC and delivery of 100 Mbps MPLS VPN link needs to be done at the same site.	Yes
7	3.0 Hardware:	50	3 b	b. All necessary Hardware such as Router(s) etc. and accessories to terminate links of respective service providers shall be provided and managed by respective Service Provider(s).	Please suggest if Service provider has to provide CPE router along with both the MPLS link at both PDC, Noida and SDC at STPI, Bhubaneshwar AND also for 1 Gbps Internet link.	Yes , CPE routers is a must to be provided for both 1 Gbps Link and 100 Mbps Link.
8	3.0 Hardware:	50	3 b	b. All necessary Hardware such as Router(s) etc. and accessories to terminate links of respective service providers shall be provided and managed by respective Service Provider(s).	Please suggest if Service provider has to provide different CPE router for both MPLS link at PDC, Noida,SDC Bhubaneshwar and for 1 Gbps Internet link.	Yes
9	3.0 Hardware:	50	3 b	b. All necessary Hardware such as Router(s) etc. and accessories to terminate links of respective service providers shall be provided and managed by respective Service Provider(s).	All Hardware installed behind the CPE router (on LAN side) will be provided by customer for both MPLS VPN and Internet leased line services. Please confirm.	Yes
10	3.0 Hardware:	50	3 d	Router must have sufficient no. of WAN ports to terminate links.	We request DGH to specify the router for both MPLS and ILL link. We suggest Cisco ISR 4331/K9 for termination of MPLS link at both PDC, Noida and SDC at STPI, Bhubaneshwar Data Centre AND Cisco ISR 4451-X/K9 as the CPE router for termination of 1 Gbps Internet Leased Line	Cisco ISR 4331/K9 for termination of MPLS link at both PDC, Noida and SDC at STPI, Bhubaneshwar Data Centre AND Cisco ISR 4451-X/K9 as the CPE router for termination of 1 Gbps Internet Leased Line. Treat this as a corrigendum
11	4.0 TECHNICAL SPECIFICATIONS	50	2	The bidder shall provide 8 or more Public IP addresses of IP v4 pool for 1 Gbps link.	Please suggest if DGH is ok with 8 static IP along with the Internet link.	IP Addresses required will be 16 instead of 8. Treat this as a corrigendum
12	4.0 TECHNICAL SPECIFICATIONS :	50	8	Any Software and Hardware required for establishing the hired bandwidth will be provided by bidder to make leased line fully functional. The bidder shall submit technical literature explaining the proposed implementation diagram with the technical bid.	All Hardware installed behind the CPE router (on LAN side) will be provided by customer for both MPLS VPN and Internet leased line services. Please confirm.	Agreed.
13	4.0 TECHNICAL SPECIFICATIONS :	51	10	All the POPs from where the ILL bandwidth is provided to DGH will have redundancy of equipments, links, power, backhaul connectivity etc.	Request to provide clarity on the same point.	Connectivity should have 100 % redundancy with Ring Topology . i.e in case of Link failure , ILL should be made available to DGH through an alternate path by the Service Provider.

14	4.0 TECHNICAL SPECIFICATIONS :	51	12	Each of the router(s) must have sufficient number of (minimum 3) WAN ports to terminate Fibre,& minimum 4 LAN ports and should support 1 Gbps respectively of bandwidth with load balancing feature for distribution.	Request this to be amended to 1 WAN and 1 LAN port. Also request to specify the router which needs to be proposed as below: We suggest Cisco ISR 4331/K9 for termination of MPLS link at both PDC, Noida and SDC at STPI, Bhubaneswar Data Centre AND Cisco ISR 4451-X/K9 as the CPE router for termination of 1 Gbps Internet Leased Line	No Change in specifications for 1 Gbps ILL Router. It must have (minimum 3) WAN ports to terminate Fibre,& minimum 4 LAN ports. However , for MPLS Link between PDC , Noida and SDC , Bhubaneswar : The number of minimum 2 WAN and 2 LAN ports are required to be provided in each router. Treat this as a corrigendum
15	4.0 TECHNICAL SPECIFICATIONS :	51	12	Each of the router(s) must have sufficient number of (minimum 3) WAN ports to terminate Fibre,& minimum 4 LAN ports and should support 1 Gbps respectively of bandwidth with load balancing feature for distribution.	What is the requirement behind load sharing ? Please clarify. We recommend customer to take own load balancer hardware for any such requirement.	This clause has been removed from the tender. Treat this as a corrigendum
16	4.0 TECHNICAL SPECIFICATIONS :	51	12	Each of the router(s) must have sufficient number of (minimum 3) WAN ports to terminate Fibre,& minimum 4 LAN ports and should support 1 Gbps respectively of bandwidth with load balancing feature for distribution.	We suggest Cisco ISR 4331/K9 for termination of MPLS link at both PDC, Noida and SDC at STPI, Bhubaneswar Data Centre AND Cisco ISR 4451-X/K9 as the CPE router for termination of 1 Gbps Internet Leased Line	No Change in specifications for Number of LAN and WAN ports for 1 Gbps LL .However , for MPLS Link between PDC , Noida and SDC , Bhubaneswar : Minimum 2 WAN and 2 LAN ports are required to be provided in each router of MPLS Link. Agreed for Router Model.Treat this as a corrigendum
17	(iii) SERVICE LEVEL AGREEMENT	51	b	b. Point-to-point bandwidth of 100 Mbps between PDC, Noida & SDC, Bhubaneswar. The last mile connectivity at both ends must be on optic fiber.	Whether point to point is required or MPLS link required between PDC, Noida and SDC at STPI, Bhubaneswar ? Is there any link integration expected between ILL and MPLS link ? Please suggest.	MPLS connectivity is required. No Integration requirement.
18	(iii) SERVICE LEVEL AGREEMENT	51	C	b. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.	Request the packet loss parameter to be amended as Less than 1% till own Internet Gateway on Internet Leased Line service	Packet Losses: Less than 1 % till own Internet Gateway on Internet Leased Line Service. Treat this as a corrigendum
19	2.0 FUNCTIONAL REQUIREMENT:	49	2	SDC Address: STPI Elite Building, Gothapatana , Bhubaneswar, Odisha ,(proposed).	1. Please clarify the floor on which link is required. 2. Please confirm if the link is required at the stated address. 3. Is this an STPI Data center or a normal building	1. Floor (5th / Ground) Tentatively. 2. Yes . 3. STPI is a Data Centre.
20	Annexure -IIB Special Conditions of Contract, Section 2.0 Liquidated Damages	48	C	If the contractor is unable to mobilize / deploy, and commence the job within the period specified in sub clause (a) above, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, DGH may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1% of annual contract value, for each day of delay or part thereof, subject to a maximum of 10 %.	Request this clause to be amended as At the rate of 2 % of the contract value per week or part thereof subject to a maximum of 10 % of the contract value for the period extending beyond the stipulated period for commencement (refer clause 15, page 3 of tender document)	Clause 15 page3 of Tender document will hold good.Treat this as a corrigendum
21	Annexure -IV Section 4.0 Penalty for Downtime	52	4	Over and above the pro-rata deduction as explained in para 3(iii) (c) above, any down time per link beyond 0.5 % in a quarter will attract penalty @ 1% of annual contract value per link subject to a maximum of 10%, for each 0.5% downtime or part thereof.	request the penalty to be deducted on the quarterly due amount and not on the annual contract value if uptime is below 99% for the quarter.	Not Agreed. Please be guided by relevant tender conditions.
22	Annexure -IIIA Section 7.0 Warranty And Remedy of Defects	29	7		It is suggested that the supplier shall offer warranties to the extent permitted by law and disclaims all warranties related to merchantability, fitness of product. Though we shall be providing the highest quality of work with first class workman like with highest degree of quality, efficiency and current state of art technology /oil field practices in conformity with all specifications. Any defects due to causes attributable to the supplier, it shall be notified to the supplier where the supplier shall remedy the defect within a reasonable time. Failure to remedy such defect, the supplier s willing to offer service credits.	Please be guided by relevant tender conditions.

23	Annexure –IIIA Section 9.0 Contract Document, 9.3 Modification in Contract	31	9.3	All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.	It is suggested that any modification in the contract document shall be in writing with mutual consent of both parties and DGH alone cannot have this right alone by itself. Such amendment shall be after due negotiation between the parties to be recorded in writing and made part of the contract.	Not Agreed. Please be guided by relevant tender conditions.
24	Annexure –IIIA Section 19.0 Indemnity	38	19		<p>It is suggested that the Supplier shall only indemnify DGH for all direct damages in relation to the specific obligations performed under the contract by the Supplier.</p> <p>Supplier shall not be responsible for any damage caused for obligations not performed or not responsible to be performed by the Supplier under the contract.</p> <p>To the extent of causation of damages is attributable to the Supplier due to his gross negligence or omission or breach, the defect thus caused, if capable of being remedied, shall be remedied under a reasonable time upon notifying to Supplier for such causation by DGH.</p> <p>For indemnity in case of non-payment of taxes required to be made by the Supplier shall only extend to the taxes in respect of its own income and not of the income of DGH.</p> <p>Any dispute related to non-payment of material or services furnished to the Supplier shall be referred to dispute resolution process as agreed between the parties.</p> <p>With regards to suit, action, claim or proceedings, the revocation or suspension of any relief granted shall be the sole responsibility of the indemnitor with costs and expenses.</p> <p>The Supplier does not offer general indemnities (however, we can offer IPR indemnity and for breach of Applicable law, confidentiality and personal injury. And for deficiency of services the Supplier may offer Service Credits basis the SLA to be agreed between the Parties.</p> <p>The exception carved for General indemnities carved out in 19.1(a & b) 19.2(a & b) should be amended to have a bilateral scope.</p> <p>Additionally, we propose mutual indemnity between Supplier and DGH for: -</p> <p>Each party shall indemnify, defend and hold the other party and its officers, directors and employees harmless against all actions arising under or in connection with,</p> <p>(a) injury to persons (including physical or mental injury, libel, slander and death) caused by the other or any of their officers, employees, representatives or agents;</p> <p>(b) loss or damage to real and tangible property, caused by the other party any of their employees, representatives or agents in breach of Confidential Information;</p> <p>(c) death or personal injury caused by other party's negligence;</p> <p>(d) loss or damage caused by any fraudulent pre-contractual misrepresentations on which the other party has relied.</p>	Please be guided by relevant tender conditions.
25	Annexure –IIIA Section 20.0 Termination	39	20		<p>We suggest that-</p> <p>Termination on account of insolvency: -It is suggested that such right to terminate the agreement on account of insolvency should be made mutual between the parties.</p> <p>Termination on account of unsatisfactory performance and delay in Mobilization: -</p> <p>It is suggested that termination of on account of unsatisfactory performance of Supplier should be computed basis a preventive mechanism to determine the loss of time between the parties towards delivery and any such loss should be documented with a prior notice to be given by DGH to the Supplier and a reasonable opportunity be granted to rectify such delay and catch up with the lost time. Any such attributable defect on account of supplier shall also be met with service credits to DGH post any non-fulfilment of rectification of delay.</p> <p>The right to cancellation of contract shall not be exercised arbitrarily by DGH and a prior notice be given to successful bidder intimating any such cancellation and be subjected to mutual reconciliation among the senior members of both parties. Any matter post failure of such reconciliation process shall be subject to the dispute resolution process as agreed between both parties. Right to termination for convenience shall be made mutual between the parties and any such termination occurring before the expiry of Lock-In period shall attract exit charges payable by DGH.</p> <p>We suggest that such right to termination shall only be post Lock-In period as agreed between the parties and; It is suggested that post issuance of notice of dissatisfaction during the minimum lock in period, the Supplier shall also be allowed to remedy the defect within a reasonable time to end such dissatisfaction. Any further amends can be made after resume of service levels with service credits to the DGH.</p> <p>Post Termination: - DGH shall be liable for payments of work in addition to exit charges till the last day of notice period of termination. The obligations of confidentiality, IPR, Limitation of Liability shall survive termination. All consequences resulting from the inquiry set up by DGH shall be subject to challenge as per the dispute resolution process as agreed between the parties.</p>	Not Agreed. Please be guided by relevant tender conditions.

26	Annexure –IIIA Section 23.0 Force Majeure	42	23		It is suggested that the Force Majeure event should also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.	Not agreed. Please be guided by the clause regarding change in law
27	Annexure –IIIA Section 24.0 Jurisdiction and applicable law	43	24	This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at Delhi. (the place where the CONTRACT is signed in India).	It is suggested that both parties submit to the exclusive jurisdiction of court of Mumbai, India.	Not Agreed. Please be guided by relevant tender conditions.
28	Annexure –IIIA Section 25.0 Settlement of Disputes	43	25		It is suggested that the parties should resolve their disputes by courts rather than going for arbitration proceeding, on the reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order.	Please be guided by relevant tender conditions.
29	Annexure –IIIA Section 29.0 Limitation of Liability	45	29		It is suggested that the maximum liability shall be limited to a sum equal to 100% of the aggregate value of all charges payable under this agreement during a period of 12 months.	Please be guided by relevant tender conditions.
30					Please clarify the floor on which link is required at Bhubaneswar	Ground Floor/5th Floor (Tentatively)
31					Is this an STPI data Center or a normal building ?	STPI data Center housed in a state of art building having 100 rake facility and start ups
M/s Idea Enterprise Services						
1					You have asked for 2 cases of 500 Mbps ILL to Govt/PSU in last 3 years.. Would private companies Po be considered?	No
2					What is the time of execution of ILL & MPLS?	Refer Section: salient features of the tender: Page 3: Clause no 13
M/s BSNL, JTO(ED), O/o GMTD, Noida						
1					Whether the link between PDC,Noida & SDC, Bhubneswar of 100 Mbps is of type MPLS VPN or Point to Point Lease Line Type	Link type required: MPLS VPN L3
Note: The content appearing in the shaded portions is an amendment to the existing tender conditions						