

Reply to Pre NIT Queries for the Work of "Provision of 1:1, uncompressed and unshared, Symmetric Internet Bandwidth at MCL HQ, MCL Areas, MCL Office Bhubaneswar and MCL Office Kolkata (Total 16 Locations) via Leased Line."

S.No	Clause Heading/Name	Clause	Query	Response to the Query
1	Static Public IP Addresses:	a. To provide at least 64 (sixty four) nos. Static Public IPv4 and their corresponding 64 (sixty four) nos. Static Public IPv6 addresses at location no. 1 listed in Table STC.1 (i.e. MCL Headquarters), for exclusive use by MCL. b. To provide at least 16 (sixteen) nos. Static Public IPv4 and their corresponding 16 (sixteen) nos. Static Public IPv6 addresses each at location no. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 listed in Table STC.1, (i.e. except location no. 1 - MCL Headquarters), for exclusive use by MCL.	Please provide the complete justification and network justification diagram for all the set of IPV4 required IP's.	Clause No. A.ii.a of the Special Terms and Conditions stands modified as:- To provide at least 32 (thirty two) nos. Static Public IPv4 and their corresponding 32 (thirty two) nos. Static Public IPv6 addresses at location no. 1 listed in Table STC.1 (i.e. MCL Headquarters), for exclusive use by MCL. Clause No. A.ii.b of the Special Terms and Conditions stands modified as :- To provide at least 08 (Eight) nos. Static Public IPv4 and their corresponding 08 (Eight) nos. Static Public IPv6 addresses each at location no. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 listed in Table STC.1, (i.e. except location no. 1 - MCL Headquarters), for exclusive use by MCL.
2	SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS	The successful bidder may use the existing Towers/ masts of MCL for delivery of bandwidth at their own risk and cost.	Bidder will not responsible incase any damage happen to the existing tower or downtime caused due to any issue in existing tower.	Use of existing towers/ masts of MCL is optional for the successful bidder. Therefore, any downtime caused due to any issue with the Towers/ Masts of MCL shall be on the successful bidders account, and will be dealt with as per the relevant clause of the NIT.
3	SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS	To provide any security system/ firewall, if required, for the internet leased line.	Please confirm incase DDOS services are required to activate. Bidder will not responsible incase of any attach on LAN part.	Clause No. A.xi of the STC stands modified as follows:- The successful bidder shall have to provide a service for Protection against DDoS attacks.
4	Service Level Agreement (SLA):	Latency: Less than 300 ms from MCL to any point on globe for wired last mile connectivity.	On Internet link, latency depends on mutiple factors so cannot commit on this.	No change in this clause of the NIT.

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5	Period of Work	On completion of the installation and delivery of the required Internet Bandwidth at minimum eight (08 Nos.) locations, commissioning certificate for all completed locations will be issued by the HoD (E&T), MCL HQ and billing will commence for all completed locations, for a period of 1096 days from the date of commissioning.	Please provide the acceptance sitewise within 24 to 48 hours of link delivery and billing will be active from the date of acceptance received from the customer.	No change in this clause of the NIT.
6		General	Rack space, Power cable, power points, UPS power, earthing, cross connect will be provided and maintained by the customer. Please confirm	Space for mounting the rack, nearby power points, UPS power, earthing, cross connect will be provided and maintained by MCL. As a standard, earthing is available in all buildings of MCL. However, if the successful bidder is not satisfied with the earthing, they may provide earthing to their equipment at their own cost. Any downtime due to failure of earthing etc. shall be on account of the successful bidder. Also, Power cable, racks, etc. for the equipment installed by the successful bidder shall be provided by the successful bidder themselves.
7		General	Roof rights for feasibility check and installation of RF pole/tower/mast for the bidder team will be arrange and maintain by the customer. Please confirm.	Roof Rights, within the premises of MCL, shall be given to the successful bidder, subject to feasibility as decided by the MCL authorities. However, non-grant of roof rights due to feasibility shall not constitute grounds for delay in completion/ commissioning of the site/ project.
8		General	All devices delivered at customer location must be kept under safe custody of the customer and should be unpacked only in presence of bidder engineer. Please confirm.	The successful bidder should ensure the safety of their material until commissioning of the links at the site.
9		General	Local contact details and access at site for the bidder engineer must be arrange by the customer. Kindly confirm who will sign the delivery & installation report at site.	The contact details and the signing authorities shall be shared at the time of Award of Work.
10		General	Under testing and acceptance criteria, bidder will do the ping check between the wan to wan, ping check for ISP or global DNS server and browse the google.com/ yahoo.com in presence of local spoc. Screen shots for the ping and browsing logs along with the delivery report signed by the local customer spoc will be shared by the bidder on mail with the customer central spoc. Basis the reports submitted on mail, central spoc should release the site wise acceptance within 24 to 48 hours of link delivery. Please confirm.	The methodology of testing shall be on mutually agreed terms and basic reasonability of the successful bidder and the MCL representative, and therefore there is no need to change the clause of the NIT. Regarding site wise acceptance, the same shall be dealt with as per NIT.

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11		General	In case customer SPOC at site deny to signed the report then central spoc will be informed and all the documents/reports will be shared on mail. Central spoc have to test and confirmed back to bidder within 24 to 48 hours otherwise the site will be considered as deemed accepted. Please confirm.	Not agreed. Therefore no change in this clause of the NIT.
12		General	All devices installed at customer locations should be placed at location which is not accessible to any unauthorised person. In case any device found lost/missed/ damaged or burnt due to improper earthing/power condition then device will not be replaced under AMC warranty / support. Customer has to bear the cost of such equipments.	The bandwidth is being provided on rental basis hence improper earthing, lightning damage all such issues shall be successful bidder's responsibility. However theft , vandalism in MCL premises will be dealt with as per NIT.
13		General	Basic hygiene, dust free, space, proper cooling fro the nW devices will be maintained by the customer.	No change in the NIT
14		General	FLT at each location will be done by local spoc at site. No penalty will be applicable in case access or permission is not available at site for the bidder to check and restore the connectivity. Please confirm.	Access will be provided
15		General	ISP demarcation will remain upto the router WAN port. LAN will be maintain by the customer SI. Please confirm.	Since the supply of router is in the scope of the bidder, the responsibility of the successful bidder is upto the Router (including LAN Port of the router).
16		General	Airtel shall have the right to declare 5% of sites as technically non feasible in case of any technical issues in delivering the sites on any of the available media. . No penalty must be applicable on bidder for technically not feasible locations.	Not agreed. Therefore no change in NIT.
17		General	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.	This shall be dealt as per the NIT.
18		General	Bidder should be allowed to start billing immediately after getting the LOC from the date of link acceptance.	This shall be dealt as per the NIT.

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19		General	All invoices will be submmited at central location and payment must be cleared from the central location.	This shall be dealt as per the NIT.
20		General	Delivery time lines will be subject to feasibility and ROW permission and availability.	This shall be dealt as per the NIT.
21		General	No penalty will be applicable incase delivery get delayed due to the reason beyond the control of bidder. Customer will be informed well in advance for extension in delivery time lines.	This shall be dealt as per the NIT.
22		General	Bandwidth upgrade time lines will be subject to the feasibility and will be done after the receving the formal PO along with all other relevent documents from customer end.	This is not relevant to this NIT.
23		General	No penalty will be applicable incase of force majure situation.	This shall be dealt as per the NIT.
24		General	Internal/in building cabling will be done by the customer electrician. Bidder will not do any civil work other then required for the installation of RF pole/mast/tower.	Not agreed. Therefore no change in this clause of the NIT.
25	Scope of Work	Bandwidth	At MCL Bhubenaswar and Kolkata, Please consider RF last mile as bandwidth is 10 Mbps.	Not agreed. Therefore no change in this clause of the NIT.
26	Scope of Work	To carry out installation, commissioning, configuration of the link and all required hardware and software.	Please delete software as same is not scope of supply.	"Software" in this clause means only the firmware/ patches required for proper working of equipment supplied by the successful bidder.
27	Scope of Work	To provide any security system/ firewall, if required, for the internet leased line.	Firewall/Security system is not scope, Please delete the clause. In case firewall needs to be supplied, please share specification	Already discussed earlier. Refer S. No. 3 of the Pre-NIT Response.
28	Scope of Work	MCL will not provide any additional charges for hardware and software. The prices quoted shall be considered inclusive for hardware and software required for connectivity.	Please clearly state the BoQ for additional Hardware and Software if any.	Any Hardware or Software required for delivering the Bandwidth as per NIT will be in scope of the bidder.

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29	Scope of Work	To ensure the availability of the required hardware, software, manpower and other facilities required to manage and monitor the agreed SLA terms.	Please indicate in case manpower to be provided at site.	Pls refer clause no. 13 (ii) of the "Conditions of the Contract" of the NIT, and Clause no. A. xxi. Of the "Scope of Work and Special Terms and Conditions" of the NIT
30	Scope of Work	<p>a. Interface Availability: It shall show the monthly interface availability report to measure device level and network level availability and ensure that SLA specifications are being met.</p> <p>b. Interface Response time monitoring: It shall measure network latency and alert when thresholds are violated by identifying degradations early to ensure optimal performance for end-users.</p> <p>c. NMS- MIS reports on bandwidth and link status, uptime, downtime reports, and configuration updates if any, should be submitted on monthly basis or whenever required by MCL.</p>	Request you to delete this clause as interface Availability and Interface response time monitoring will not be available.	<p>Clause no. B of the SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS of the NIT stands modified as follows:</p> <p>B. Reports: The following reports are required to be generated by the Service Provider:</p> <p>a. NMS- MIS reports on bandwidth and link status, uptime, downtime reports, and configuration updates if any, should be submitted on monthly basis or whenever required by MCL.</p>
31	Scope of Work	Latency: Less than 300 ms from MCL to any point on globe for wired last mile connectivity.	Latency will vary based on location and servers, 300ms may be achieved majority of cases but may not be for all.	Please refer S. No. 4 above
32	Period of Work	On completion of the installation and delivery of the required Internet Bandwidth at minimum eight (08 Nos.) locations, commissioning certificate for all completed locations will be issued by the HoD (E&T), MCL HQ and billing will commence for all completed locations, for a period of 1096 days from the date of commissioning.	On completion of the installation and delivery of the required Internet Bandwidth at each location, commissioning certificate site wise will be issued by the HoD (E&T), MCL HQ and billing will commence site wise, for a period of 1096 days from the date of commissioning.	Not agreed. Therefore no change in this clause of the NIT.
33	Payment Terms	The running on account payments may be made after end of each quarter (three months) of service, after necessary certification by the Engineer-In-Charge and deduction of penalty, if any, as detailed in clause F above. The running account bills should be submitted to the Engineer-In-Charge after end of each quarter of service.	The running on account payments may be made site wise from the date of LOC after end of each quarter (three months) of service, after necessary certification by the Engineer-In-Charge and deduction of penalty, if any, as detailed in clause F above. The running account bills should be submitted to the Engineer-In-Charge after end of each quarter of service.	Not agreed. Therefore no change in this clause of the NIT.
34	Payment Terms	The running account bills should be submitted to the Engineer-In-Charge after end of each quarter of service.	The running account bills should be submitted to the Engineer-In-Charge after end of each quarter of service however payment shall be made centrally.	The Engineer-in-Charge of the work shall be HoD(E&T), MCL HQ. Therefore the bills are to be submitted and processed centrally only.

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35	Penalty on SLA	In case the availability of the link/service falls below 99% at any site(s), the monthly rental charges payable by MCL for that / those site(s) will be reduced by 1% (one percent) for each one percent reduction in availability or by part thereof, e.g. 4% reduction for 95% availability. However, no monthly rentals will be payable for availability below 80%. If the availability at any site(s) goes below 80% continuously for 3 months, an amount equal to monthly rental charges for that/ those site(s) will be deducted as penalty from the total running bills, in addition to the non-payment of rental for that/ those particular site(s) for that period. The penalty shall continue till the availability is restored above 80%.	In case the availability of the link/service falls below 99% at any site(s), the monthly rental charges payable by MCL for that / those site(s) will be reduced by .5% (half percent) for each one percent reduction in availability or by part thereof, e.g. 2% reduction for 95% availability. However, maximum SLA penalty shall be limited to 20% of the QRC of impacted sites.	Not agreed. Therefore no change in this clause of the NIT.
36	Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay	6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages): i) @ half percent (½ %) of the contract amount/Revised Contract amount whichever is less, per week of delay. OR ii) ½ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.	6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages): a) @ half percent (½ %) of the undelivered contract amount, per week of delay.	Not agreed. Therefore no change in this clause of the NIT.
37	Rights, access and permission	The successful bidder shall be responsible for any licenses/ statutory compliances/ permissions including those required for installation of structures, other construction, if any, and last mile connectivity.	MCL shall be responsible for proving site access, rights and permission for delivery of required solution. No penalty shall be applicable on delays related to above mentioned issues.	Site access within the premises of MCL, shall be given to the successful bidder, subject to feasibility as decided by the MCL authorities. However, non-grant of site access due to feasibility shall not constitute grounds for delay in completion/ commissioning of the site/ project. MCL shall not be responsible for any right or permission to be issued by any other authority.
38	Financial Turnover (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.	Request to remove requirement of turnover certificate as audited annual report and audited Banace sheet with P&L statement are already veified and attested by the chartered accountant of India. Annual reports are also available on company website to verify the figures. Turnover, Profit/Loss details are given in these documents as well, hence instead of turnover certificate request to add requirement of audited balance sheets and profit and loss statement.	The relevant clause of the NIT is self explanatory. Therefore, no change in the NIT.

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39	SCOPE OF WORK:A (iii)	The last mile connectivity at Location No. 1, 2 and 3 i.e. MCL Headquarters, MCL Bhubaneswar Office and MCL Kolkata Office, should be through self-healing redundant architecture Optical Fiber Cable	We request to amend the clause to "The last mile connectivity at Location No. 1, 2 and 3 i.e. MCL Headquarters, MCL Bhubaneswar Office and MCL Kolkata Office, should be through underground self-healing redundant architecture Optical Fiber Cable"	Not agreed. Therefore no change in this clause of the NIT.
40	Payment Terms: (G)	The running account bills should be submitted to the Engineer-In-Charge after end of each quarter of service	We request to accept all the invoices at Central Location, MCL HO for processing at your end.	Please refer S. No. 34 above
41	1) Clause 8.G and 8.H. Of draft e-tender Notice cum Auction Notice for Pre-NIT 2) Clause 9.b.12 and 9.b.13 Of draft e-tender Notice cum Auction Notice for Pre-NIT	ISO 27001 Certificate: The bidder should have a valid ISO 27001 Certificate. In respect of the above eligibility criteria the bidder is required to furnish the following information online: Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to valid ISO 27001 Certificate. TL 9000 Certificate: The bidder should have a valid TL 9000 Certificate In respect of the above eligibility criteria the bidder is required to furnish the following information online: Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to valid TL 9000 Certificate.	The eligibility Criteria of ISO 27001 Certificate and TL 9000 Certificate are restrictive and may be dropped. »BSNL is a fully owned Govt. of India Company. Further, It is the foremost and prime telecom Service Provider in India with excellent track record of maintaining transparency and financial jurisprudence. » BSNL is known for maintaining quality standards in all its installations and deployments having an independent Quality Assurance and Inspection Circle with its branches throughout the country to continuously vouch for quality and maintenance in its network. » The point no- 4 and point no-3 (iii) of CVC Guidelines vide no-1-02-1-CTE-6 dated 17/12/2002 may kindly be referred. The guidelines states that" while framing the prequalification criteria, the end purpose of doing so should be kept in view. The purpose of any selection procedure is to attract the participation of reputed and capable firms with proper track records." (Copy attached)	Clause Deleted from the NIT

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42	1) Clause 8.A. Of draft e-tender Notice cum Auction Notice for Pre-NIT 2) Clause 9.b.1. Of draft e-tender Notice cum Auction Notice for Pre-NIT	Work Experience	<p>BSNL may be exempted from submission of work experience Certificate</p> <p>»BSNL has been entrusted projects of National Importance by Govt. of India/ PSUs / State Govts. /Banks and other Corporate and Financial Institutions. Some of the major Govt. projects which involved high bandwidth Provisionings are as follows: 1) NKN- National Knowledge Network connecting all universities 2) SWAN- State wide Area Network of different states 3) NOFN (Bharatnet)- National Optical Fibre Network to connect 2.5 lacs GP 4) State Bank of India- to connect 20,000 (approx.) branches with 2Mbps on MPLS. 5) CBEC- Wide Area Network and many others.</p> <p>» In view of status of BSNL as incumbent Govt. operator, BSNL may be allowed to participate in the e-tender with out furnishing documents of work experience.</p>	Not agreed. Therefore no change in this clause of the NIT.
43	Clause 1 Of draft e-tender Notice cum Auction Notice for Pre-NIT		<p>BSNL may be exempted to submit EMD.</p> <p>As BSNL is fully owned Govt. Of India CPSU, deposit of EMD may be waived. Recently, Odisha Police, State Crime Record Bureau has waived submission of EMD in the tender for BSNL. (Copy attachd)</p>	Not agreed. Therefore no change in this clause of the NIT.
44	Digital Signature Certificate (DSC)		<p>"In case of PSU, DSC holder may be Circle head or the power attorney holder from circle head of the PSU".</p> <p>BSNL is consisting of different Telecom Circles. Each Telecom Circle is headed by Chief General Manager. In case of BSNL, the DSC holder will be given the power of Attorney issued by Chief General Manager, BSNL, Odisha Telecom Circle to participate the bid on behalf of BSNL .</p>	Any legally enforceable document authorizing the DSC holder who submits the bid will be acceptable.

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45	Clause A.v. Of Scope of Work and Special Terms and Conditions for Pre-NIT	To provide a suitable router at all locations (inside MCL Premises).	<p>To provide a router at all locations (inside MCL Premises) of make of a reputed OEM which is positioned as a Leader in the Gartner Magic Quadrant for Wired and Wireless LAN Access Infrastructure.</p> <p>BSNL is aware of the fact that SLA provisions kept for UPTIME of Internet Leased Circuits in the scope of work is for the purpose of ensuring quality of Service. If an ISP is not able to provide service, then penalising ISP only by deducting Penalty amount will not help getting service for the down time periods.</p> <p>in this light, it is worth mentioning that repeated hardware failure in the mines area constitute a major down time. Thus, robust devices (Router) of reputed make like CISCO need to be deployed while providing Service.</p>	The bidder is free to deploy any make/ model of equipment to meet the performance criteria as per NIT.
46	Clause C.d. Of Scope of Work and Special Terms and Conditions for Pre-NIT	Latency: Less than 300 ms from MCL to any point on globe for wired last mile connectivity.	<p>The portion "For wired last mile connectivity" may be deleted.</p> <p>The latency criteria should be same for all type of last mile connectivity.</p>	Not agreed. Therefore no change in this clause of the NIT.

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47	Clause F Of Scope of Work and Special Terms and Conditions for Pre-NIT	Penalty on SLA: In case the availability of the link/service falls below 99% at any site(s), the monthly rental charges payable by MCL for that / those site(s) will be reduced by 1% (one percent) for each one percent reduction in availability or by part thereof, e.g. 4% reduction for 95% availability. However, no monthly rentals will be payable for availability below 80%.	" No monthly rental for availability below 80%" may be modified to "penalty will be calculated at double rate for downtime below 80% subject to maximum total penalty equalling 100% of monthly charge". For example for any reason, if a circuit will be down for first 6 days of a month, thus, in 1st 6 days, the circuit will be breaching SLA of 80% of uptime. It may so happen, the ISP may not be interested to restore the fault in the remaining period of the month as no payment will be admissible for the month. If this will happen, then the lack of service for remaining month will adversely affect the service for which MCL taken internet leased line. Thus, to avoid the situation higher penalty rate may be imposed to motivate the ISP to restore the service at the earliest.	Not agreed. Therefore no change in this clause of the NIT.
48	Clause E Of Scope of Work and Special Terms and Conditions for Pre-NIT	The Link downtime will be reckoned round the clock (24 x 7). Maximum grace period to attend the call will be 4 hours. e.g., if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time will be calculated as below:	Link downtime may be reckoned only during office working hour. In case of any fault at customer site, generally accessibility of equipments at customer premises for testing the link is not available beyond office hour. Thus, generally any fault occurring beyond office hour can only be restored on opening of office in next working day. Further, some of the sites of MCL are in remote area, thus attending the faults occurred beyond office hours will be difficult in night time.	Not agreed. Therefore no change in this clause of the NIT.
49	Under Point – 8. Eligibility Criteria sub point (A)Work Experience:	One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.	Kindly clarify this completed work costing not less than the amount equal to 80% of the estimated cost of annualized value.	One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.
50	Under Point – 8. Eligibility Criteria sub point (H) TL 9000 Certificate.	The bidder should have a valid TL 9000Certificate.	TL 9000 Certificate should not be mandatory.	Please refer S. No. 26 above