

## Pre-Bid Queries and Respective Clarifications

Sl No	Page No	Clause Details	Existing Clause	Queries/Recommendations	OPTCL's Clarifications
1	7	3. Bidding Schedule (e)	The bidders shall have to submit non refundable tender processing fee of Rs 5,725/- in the form of Demand Draft, or online payment drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore.		The bidders shall have to submit non refundable tender processing fee of Rs 5,725/- in the form of <b>online payment only</b> drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore.
	<b>31</b>	<b>1. SOR Note: 2</b>	<b>Shifting or surrender of links shall be effective from every beginning of Month.</b>		<b>Shifting of or surrender of links shall be one month notice period. The payment calculation shall be effective from begin of billing quarter.</b>
<b>M/s Airtel</b>					
Queries Related to Technical Spec.					
1	4	<b>1. Networking services ( b)</b>	The installation of Pole/Tower, RF equipment, Fiber cabling to be done by the bidder up to network rack at respective locations.	<b>The roof rights permissions to be provided by OPTCL</b>	The installation of Pole/Tower, RF equipment, Fiber cabling to be done by the bidder up to network rack at respective locations. The roof rights in OPTCL premises shall be provided by OPTCL.
2	4	<b>2. Networking services ( f)</b>	Any damage or loss caused to OPTCL equipment/component due to negligence, mishandling shall be made good by contractor either by payment by cash at prevailing market price of the equipment/item or by replacing equipment/item of same and specification.	The risk should be limited within the bidders supplied equipments.	As per tender

3	27	1.1 f)	3 or more operational MPLS PoPs across Odisha on its own fiber network.	Since OPTCL is not looking for PoP redundance, 1/2 pops in a state will be enough. Request the ammend accordingly.	As per tender
4	31	2. Time Schedule Clause No. 2.2	Completion period : Within 45 days from the date of issue of LOA	Please make delivery period to be 3 months	As per tender
<b>Queries Related to Commercial</b>					
1		Limitation of Liability	To add in PO	<p>Please add limitation of liability as" Under no circumstances shall the bidder be liable to the employer for any indirect, special, incidental, punitive, exemplary or consequential damages, whether foreseeable or not nor shall the bidder be liable to the employer for loss of profits, loss of business, loss of revenue, loss of goodwill , loss of data etc. which may arise under or pursuant to this contract.</p> <p>NOTWITHSTANDING ANYTHING UNDER THIS AGREEMENT THE BIDDER'S TOTAL LIABILITY TO THE CUSTOMER FOR ALL CLAIMS (EXCEPT FOR GROSS NEGLIGENCE AND WILLFULL MISCONDUCT), IN THE AGGREGATE, UNDER OR IN CONNECTION WITH THIS TENDER WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID UNDER THIS TENDER FOR THE PRECEEDING TWELVE (12)</p>	<p>"Notwithstanding anything to the contrary contained in the contract described as work order vide P.O No_____ dtd _____ between the OPTCL and the principal vendor, the aggregate liability of the principal vendor that are subject matter of claims arising out of or in connection with the said P.O dtd _____, whether based on contract, tort, statutory warranty or otherwise, shall be limited to a maximum of 100% of the said contract value".</p>

				MONTH PERIOD FROM THE DATE OF SUCH CLAIM. Airtel shall in no case be responsible towards the Customer for damage to or loss of data in the course of implementation and/or usage of the services."	
2		Acceptance Criteria	To add in PO	Acceptance should be site wise. Request you to provide the guidelines for acceptance if any	Link wise acceptance, the detail shall be given in PO.
3	39	27. Liquidated Damages( MPLS Bandwidth & Services)	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Up time 2% Quarterly payment will be deducted for that link . 90% Bellow uptime 100% quarterly payment will be deducted for that link. If quarterly preventive maintenance is not done then 30% of the quarterly bill for which PM is not made shall be deducted as penalty	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Up time 2% Quarterly payment will be deducted for that link . 90% Bellow uptime 100% 10% quarterly payment will be deducted for that link. If quarterly preventive maintenance is not done then 30% of the quarterly bill for which PM is not made shall be deducted as penalty	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Up time 2% Quarterly payment will be deducted for that link . 90% Bellow uptime 100% quarterly payment will be deducted for that link.
4	37	Terms of payment:		Payment should be sitewise	As per tender
5	43	32.3 Termination for Convenience:	Termination for Convenience: Odisha Power Transmission Corporation Limited, by Notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited"s convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes	The notice for termination for convince should be sent 90days before termination. In such events, customer will be charged the residual amount of the remaining time period	As per tender

			effective.		
6	46	46.1 Professional Liability.	The Firm is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Firm's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the Firm's gross negligence or willful misconduct; (b) the Firm's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the Firm's contract, or the proceeds the Firm is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Firm's liability toward the employer and not with the Firm's liability toward third parties.	Please add Limitation of Liability clause as" Under no circumstances shall the bidder be liable to the customer for any indirect, special, punitive or exemplary damages, or for any loss of business, profit, use, goodwill, reputation or data. Notwithstanding anything contained in the tender document or the contract, the maximum liability of the bidder in respect of all claims, in the aggregate, under or in relation to the tender/contract shall not exceed the total fees paid to the bidder by customer in the twelve months immediately preceding the date of the claim."	As per tender.
<b>M/s Vodafone</b>					
Queries Related to Technical Spec.					
01	28	1-1.1(f)	Apart from above Bidder must have the following Certifications TL9000 & ISO 27001: 200	Requesting to modify the clause as "Apart from above Bidder must have the following Certifications TL9000 / ISO 27001: 200"	"Apart from above Bidder must have the following Certifications TL9000 / ISO 27001: 200"
02	28	1-1.1(N)	Details of Quality Assurance Policy. Policy to be submitted.	TL9000 / ISO 27001: 200 certification is itself is a certification of quality assurance process, Requested to consider the same.	As per tender.
03	29	1-1.2.A	MPLS network should have MSCP Certified/Tire 1 Certification of Network	Kindly consider the TL9000 / ISO 27001: 200 certification	As per tender.

			equipment vender for MPLS backbone	as it is treated as Tier 1 Certified	
04			To be add in PO	All building permissions, rack space, UPS power, Earthing, Roof right permission, AC dust free room for installing the electronics, 24X7 access to be provided by customer. Pls confirm	To be add in PO
Queries Related to Commercial					
1	7	3(g)	A crossed bank Demand draft/pay order/bank certified cheque drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar	A Demand draft/pay order/bank certified cheque drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar	A A/C payee only Demand draft/pay order/bank certified cheque drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar
2	8	3(k)	Last date of submission of bids 18.01.2016, 13.30 Hrs	Requested to extend the Last date of submission of bids to 01.02.2016 ,13.30 Hrs as we need to do the extensive feasibility for 100 sites within this short timeline	Last date of submission of bids 25.01.2016, 13.30 Hrs
3	28	1-1.1(k)	Evidence of access to lines of credit, and availability of other financial resources. Certificate from bank indicating sanctioned limit of fund based and non-fund based line of credit and utilization thereof not earlier than fifteen days prior to date of opening of tender.	This clause to be transferred to general terms and conditions instead of Eligibility criteria.	The clause 1-1.1(k) is appended in SECTION –V: GENERAL CONDATION CONTRACT (GCC) clause No. 52.
4	28	1-1.1(L)	A list of bidder’s banks and authority to seek reference from the banks.	This clause to be transferred to general terms and conditions instead of Eligibility criteria.	The clause 1-1.1(L) is appended in SECTION –V: GENERAL CONDATION CONTRACT (GCC) clause No. 53.
5	31	SOR Note 1	10% of the quantity may vary at the	Number of locations to be	As per tender

			time of installations of the MPLS Links	freezed along with address details. Currently we have only 100 locations. 15 tentative location address & contact details required for 256 Kbps. We need to do the feasibility check before concluding on connecting this location.	
6	31	SOR Note 2	Shifting or surrender of links shall be effective from every beginning of Month	Shifting of link can be possible subject to feasibility. Termination can be done with 90 days' notice period after 1 year completion of activation of link.	Shifting or surrender of links shall be one month notice period. The payment calculation shall be effective from begin of billing quarter.
7	31	2. Time Schedule Clause No. 2.2	Completion Period Within 45 days from the date of issue of LOA	Considering the project scope & location territories any new Service provider will require min 90 days to implement this project.  Requested to increase the service delivery timeline to 90 days. OR split the locations in 2 phase manner. Phase-1 with 60% of locations to be delivered within 60 days. Rest 40% of the location to be completed within 90 days. Penalty for Delay in delivery timeline is not mentioned in present tender.	As per tender
8	33	02-2.11	"Contract Price" shall mean the sum named in or calculated in accordance	"Contract Price" shall mean the sum named in or calculated in accordance	As per tender

			with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax, Octroi, and any other taxes and duties as applicable and including Comprehensive AMC period for 03 years except Service Tax.	with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax, Octroi, and any other taxes and duties as applicable and including Comprehensive AMC period for 03 years except Service Tax, which will be as per actual	
9	39	27-27.1	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Uptime 2% Quarterly payment will be deducted for that link. 90% Bellow uptime 100% quarterly payment will be deducted for that link. If quarterly preventive maintenance is not done then 30% of the quarterly bill for which PM is not made shall be deducted as penalty.	Requested to remove this clause from the list. If quarterly preventive maintenance is not done then 30% of the quarterly bill for which Preventive Maintenance is not made shall be deducted as penalty. Suggested clause: Preventive Maintenance activity to be performed by service provider on quarterly basis.	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Uptime 2% Quarterly payment will be deducted for that link. 90% Bellow uptime 100% quarterly payment will be deducted for that link.
10	43	32.3	Termination for Convenience: Odisha Power Transmission Corporation Limited, by Notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited's convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.	Termination request for each link should be intimated before 90 days after completion of 1 year contract.	As per tender

M/s PGCIL						
Queries Related to Technical Spec						
	27	1.1(f)	Its own fiber based backbone network of more than 1,00,000 Km.	Requested to reduced to 20,000 KM	As per Tender Document	
	28	1.1(f)	Apart from above Bidder must have the following Certifications TL9000 & ISO 27001: 200	Requested to change to TL9000 or ISO 27001: 200	“Apart from above Bidder must have the following Certifications TL9000 / ISO 27001: 200”	
	28	1.1(g)	The bidder should have executed orders for commissioning of MPLS network for Central Govt./PSU for one organization connecting a minimum of 100 locations OR The bidder should have executed 2 orders for commissioning of MPLS network for any organization connecting a minimum of 50 locations each.	Change to MPLS/TDM or 30 locations of MPLS connectivity.	As per Tender Document	
	29	1.1(p)	The Bidder must be an TL9000 & ISO 27001: 200 certified, the Bidder has to submit photocopy of the original certificate along with their bid.	Requested to change to TL9000 or ISO 27001: 200	The Bidder must be an TL9000 or ISO 27001: 200 certified, the Bidder has to submit photocopy of the original certificate along with their bid.	
Queries Related to Commercial						
	1			Being a PSU POWERGRID should be exempted from submitting EMD/Bid Security as per Govt of India order.	As per Tender Document	
M/s BSNL						
Queries Related to Commercial						
	1	7	3 c	Tender Cost : Rs. 10,500/- (non-refundable)) including VAT@5%	The same may be exempted for BSNL being a Central Govt. owned PSU	As per Tender Document
	2	7	3 e	Tender Processing Fee: The bidders shall have to submit non refundable tender processing fee of Rs 5,725/- in the form of Demand Draft, or online payment drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore.	The same may be exempted for BSNL being a Central Govt. owned PSU	As per Tender Document
	3	7	3 m	Time of opening of Techno-commercial	May be extended by	Time of opening of Techno-



			bids : 19.01.2016, 15.30 Hours	another one week.	commercial bids : 27.01.2016, 15.30 Hours
4	18	17.1	The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft /Pay Order/ Banker"s Cheque for an amount of `2,53,200/- (Rupees Two Lakhs Fifty three Thousand Two hundred) only in favour of Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Scheduled Bank. Submission of bids without EMD will call for outright rejection. *Note: Exemption towards EMD, if any shall only be allowed to eligible bidder against submission of documentary evidence.	BSNL is being one of the major Telecom provider and 100% central Govt. owned PSU so may be exempted from Bid security.	As per Tender Document
5	27	1.1 (b)	The bidder company should have made profits in the last three financial years i.e 2012-2013, 2013-2014 and 2014-2015. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.	As BSNL is one of the Major Service provider in MPLS Network and is one of the 100% Govt owned PSU the eligibility criteria for last 3years profit making clause may be exempted for BSNL	A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.
<b>M/s Reliance</b>					
<b>Queries Related to Technical Spec</b>					
1	4	2	256 Kbps MPLS Bandwidth(Router with 8 port LAN) nos 32	Has router to be supplied for all location.	All other locations routers are available.
2	4	1(a)	The bidder shall be responsible to provide the MPLS link till the network rack in the respective locations. The details of installation locations are given in Annexure-I.	Responsibility should be till router if supplied by bidder.	As per Tender
3	5	1(j)	The bidder shall provide a NOC support for monitoring the complete network with the help of tools. Also provide a	Managed Services for monitoring and relevant support.	As per Tender

			ticketing system for tracking the calls for calculating the uptime & downtime of the links by submitting monthly report.	Ticketing system will be updated by NOC on registered mobile number and email	
4	27	1.1 f.1	3 or more operational MPLS PoPs across Odisha on its own fiber network.	Should be replace with single POP.	As per Tender
5	27	1.1 f.5	Its own fiber based backbone network of more than 1,00,000 Km.	What should be submitted as Documentry evidence	Company declaration document
6	27	1.1 e	The Service Provider should have been in NLD/ MPLS business for a period of at least 5 years.	What should be submitted as Documentry evidence	Company declaration document
7	29	1.2 a	MPLS network should have MSCP Certified/Tire 1 Certification of Network equipment vender for MPLS backbone	Clause t be removed.	As per Tender
8	29	1.2 b	Service provider should have physically/logically separate Tier 1 backbone for Internet and MPLS to ensure security	Reliance will self certify this point	As per Tender
9	29	1.2 c	Service Provider should have an integrated single MPLS backbone to ensure multiple last mile media connectivity options including owned/leased VSAT infrastructure. / Should have VSAT technology as last mile access	VSAT should be excluded from this	As per Tender
10	29	1.2 d	3 or more operational MPLS PoPs and 50 or more SDH nodes across Odisha on its own fiber network.	To be changed to atleast on POP in state	As per Tender
11	30	1.2 o	Involvement of 1 Carrier; One SPOC	No remarks	As per tender
12	30	1.2 p	No Dependency over other Carrier for fault Restoration	for VSAT, SPOC remain same but carrier will change	As per Tender

13	30	1.2	<p><b>PoP fulfills the following criteria</b></p> <ul style="list-style-type: none"> <li>☑ To ensure service continuity to all customers all PoP are equipped with complete failover architecture including all core aggregate routers having dual back plane and dual power supply. Network diagram should be submitted.</li> <li>☑ All PoP equipment is droved by stabilized power source</li> <li>☑ Minimum two pops OFC connectivity with redundant backhaul to ensure uptime in case of failure of one backhaul link</li> <li>☑ MPLS PoPs are complete under control of one bidder.</li> </ul>	Following should be applicable to successful bidder. Till that time this should be part of self declaration	As per Tender
14	31	2-2.2	<p>Completion Period Within 45 days from the date of issue of LOA</p>	to be changed to 12 weeks	As per Tender
<b>Queries Related to Commercial</b>					
1	27	1.1(b)	The bidder company should have made profits in the last three financial years i.e 2012-2013, 2013-2014 and 2014-2015. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.	The bidder company should have made profits in the any ot the last three financial years i.e 2012-2013, 2013-2014 and 2014-2015. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.	A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.