



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

Corrigendum No. 1 to tender no. MM-11018/1/2019-DGH/ENQ-173 for 100 Mbps 1:1 Internet Leased Lines, 2 nos for 3 years.

This corrigendum is issued to provide DGH's response to pre-bid queries and to amend technical specifications.

| A: Reponse to Pre Bid Queries (MM-11018/1/2019-DGH/ENQ-173) | | | | | |
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| Query from: Reliance Jio Infocomm Limited | | | | | |
| Sr. No | RFP Page no | Section no/ Clause no | Description of Clause | Clarification Sought | DGH's Comments |
| 1 | 57 | Annexure-V | 2 Links of 100 Mbps 1:1 on fiber | Need clarifications whether DGH requires 2 links of 100 Mbps 1:1 each from same bidder at same location | Yes, both the links of 100 Mbps each will be from the same bidder and at the same location at DGH, OI DB Bhavan, Sector 73, Noida. Pl refer to Para 4.1 [Pg#50] under OTHER TERMS AND CONDITIONS of Annexure-IV |
| 2 | | | | Need Clarity whether one link each is required at 4th and 5th floor OR both links are required at only one floor. | Rackspace for the ISP Rack/ routers for both the links will be provided at 4th Floor of DGH's Office. However, the Firewalls of DGH for the two links are placed at 4th & 5th Floor within a distance of 100 metres from the routers. |
| 3 | | | Liability Clause | There is no explicit limit. Pls ammend to maximum liability up to the contract value. | Please refer clause No 33 under Annexure II |
| 4 | | | Rack Space, UPS Power on 4th , 5th Floor | Pls revert whether DGH will provdie Rack space and UPS Power for Jio network elements including CPE router at 4th and 5th floor. | Yes, DGH will provide rack space & UPS power for network devices such as CPE router. The Rack, CPE router/ MUX/ LIU etc. will have to be provided by the ISP |
| 5 | 65 | 9. Facilitation of Investigation | In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to | Request deletion of this clause. Book of accounts are privy to organization and access of the same can be privovided only to Govt of India or its designated | Not agreed |

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| | | | examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. | departments/the law enforcement agencies through proper notice along with the reason why audit is required. | |
| 6 | 40 | 28. Terms of Payment | <p>The original invoice should accompany the following documents/details:</p> <p>'a) Copy of valid registration certificate under the GST rules b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.</p> <p>'c) Tax Invoice (Original and duplicate) issued under relevant rules as applicable, clearly indicating rates and amount of various taxes/ duties shown separately).</p> | <p>The Invoices are sent over e-mail or can be downloaded from self care portal. There is no provision of sending physical signed and stamped invoices.</p> <p>Further, the additional letter and documents will not be sent along with the invoice. These will be submitted along with the bid.</p> <p>Pls revert.</p> | Not agreed, Please be guided by tender conditions only |
| 7 | 51 | PENALTY FOR DOWNTIME | 'Any down time per link beyond 0.5 % in a quarter (w.r.t. 99.5% uptime requirement) will attract penalty @ 1% of annual contract value per link subject to a maximum of 10% of the contract value for that link, for each 0.5% downtime or part thereof.' | <p>The penalty is very harsh and detrimental to bidders.</p> <p>'Pls amend the penalty to 1% of quarterly rental value subject to maximum 10% of annual rental value.</p> | No change; to be guided by relevant tender clause |
| 8 | 26 | Serial No. 6 | Notarised True copy of Power Of Attorney | Since the POA is generic and being used for all the tenders, therefore, requested that self attested photocopy of the same can be considered. | Not agreed. A notarized true copy of the "Power of Attorney" shall only be accepted |

| Query From: Vodafone Idea Limited | | | | | |
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| Sr. No | Page no | Clause no | Clause of the RFP | Query | DGH's Comments |
| 1 | 46 | 2.0 | DGH invites bids from interested authorized Class A ISPs for providing 2(Two) numbers of 100 Mbps 1:1 Internet Lease line connectivity, uncompressed and unshared with last mile on fiber, for installation at 4th/ | Kindly confirm if the last mile of both the links can be provide by same ISP | Yes, both the links will be from the same bidder. Pl refer to Para 4.1 [Pg#50] under OTHER TERMS AND CONDITIONS of Annexure-IV |
| 2 | 47 | 6 | Packet loss <1% | This is just to inform Packet loss will be offered from Pop to POP | Noted |
| 3 | 47 | 7 | Latency <250ms | This is just to inform Latency will be offered from Pop to POP | Noted |
| 4 | 47 | 11 | Public IP i. Min 16 IPv4 Addresses for ILL#1 | Kindly confirm the usage of /16 Ip address | Confirmed that the IP Addresses will be used by DGH for use of its various applications. Min 16 IPv4 addresses for each of the two links (Total 32 IPv4 addresses) will have to be provided by the ISP |
| 5 | 48 | 12 | The links must be supported by back-end Network Architecture/ solution methodology to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks. | As a product construct DDOS is separate service and there will be additional commercial component for DDOS service | Bidders are required to include DDoS price in the quoted price for the links. |
| 6 | 48 | 12 | Mitigation of DDoS attacks shall be seamless to the end-user utilising the links. | Kindly note Detection and Mitigation of DDoS will be 1 Gig as per requirement and it will not be unlimited. | Each of the two links & its network architecture must have the capacity to handle 1 GB of DDOS attack traffic. |
| 7 | 48 | 3.2(2) | The Leased lines will be terminated on UTP ports of the CPE (customer premises equipment) | VIL will terminate the link at the router port. LAN equipments will be procured and maintained by DGH | Clarified that LAN equipment will be managed by DGH. |
| 8 | 49 | 5 | Bidder must provide maintenance support service (365 Days X 24 Hours) for Bandwidth and equipment during entire period of 3 years. | Uptime reports of link will be provided quarterly by Service team | Maintenance Support Service is required on 365 days X 24 Hrs basis during the entire period of 3 years. |

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| 9 | 50 | 9 | The ISP must have a fully functional NOC (Network Operating Center) to monitor the link status on a continuous basis & must be able to trigger emails/SMS to designated emails/ Mobile Nos if there is a link failure. Once the link is restored, intimation vide emails/SMS must again be triggered to designated emails/ Mobile Nos | NOC will be based out of Pune for proactive monitoring of link | Proactive monitoring & email/ SMS intimation requirement as specified in the tender are required to be fulfilled. |
| 10 | 50 | 11 | The ISP will ensure that all applications including collaboration tools such as video conferencing, skype, VOIP etc. are functional through the links. All necessary configuration related work must be done by the ISP in this regard | VIL will be providing only WAN link. All other LAN services will be under purview of DGH | Meeting throughh Video Conferencing, Skype etc. are important requirement of DGH. The links must facilitate the same & any configuration related work including opening of requisite ports etc at ISP end must be completed by the ISP. Services pertaining to LAN will be responsibility of DGH. |
| 11 | 50 | 12 | The bidder will provide a browser based interface to DGH for online monitoring of the link performance parameters such as bandwidth utilization, uptime, packet loss etc. on a real time basis. It must have provision to view historical data for at least 6 months. | VIL will be able to provide web care portal to monitor the uptime and utilisation of links | Clause amended as "The bidder will provide a browser based interface to DGH for online monitoring of the link performance parameters such as bandwidth utilization & uptime on a real time basis. It must have provision to view historical data for at least 6 months." Refer Amendment SI no 2 |
| 12 | 54 | 6 | After Step#5 above, the links will be kept under observation. DGH will issue commissioning certificate after it is established that the links are delivering the required performance for a continuous period of 1(one) week consistently | The testing period of link would be 24 to 48 Hours | Not agreed; to be guided by relevant tender terms. |

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| 13 | | | The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract. | Request you to please clarify on the same. If VIL won the contract and implementing everything from their end, do this clause prevails at that time as well | Clarified that the clause is not applicable if a bidder wins the contract and implements all project deliverables using its own resources. |
| 14 | | | 27.1 From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order. | This clause is not applicable for us | Yes, agreed. |
| | Annexure-VII | | Sanctions for Violations | | |
| 15 | Pre Contract Integrity Pact | | (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER. | Request you to please remove this clause or change the clause | Not agreed |
| | Clause 6, Page 63 | | | | |
| 16 | Annexure VII- page 61 (Pre Contract Integrity pact) Clause 3.4- | | VIL to disclose the payments being made to its agents / representatives / Foreign principals / associates under this | This is not acceptable and hence, please get this removed | Not agreed |

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| | | tender. | | |
| 17 | | Bidder need to provide PBG for 36 + 2 Months | We can provide PBG for 12 months only. But will renew the same every year till the contract period | Not agreed |
| 18 | | The bidder will have to bear all Income Tax liability both corporate and personal tax. | Request you to please clarify the same | Any tax liability on account of payments received against the proposed contract shall be to contractor's account |

B: Amendment

| Sr. No | Page no | Clause no | Existing Clause | Amended Clause |
|--------|---------|-----------|---|--|
| 1 | 50 | 4.3 | CPE Router/ Mux/Modem, and any other hardware are required to be provided by bidder | Rack, CPE Router, Mux/ LIU/ Modem etc. including any other hardware required for the complete solution are to be provided by bidder |
| 2 | 50 | 3.3 (12) | The bidder will provide a browser based interface to DGH for online monitoring of the link performance parameters such as bandwidth utilization, uptime, packet loss etc. on a real time basis. It must have provision to view historical data for at least 6 months. | The bidder will provide a browser based interface to DGH for online monitoring of the link performance parameters such as bandwidth utilization & uptime on a real time basis. It must have provision to view historical data for at least 6 months. |