

Supplier Name: IIM Rohtak				
Project: IIM-R/ITRC/FY 2020-21/OTE/03				
Point wise responses for vendors_queries				
Sr. No	Page no	Content of Tender	Point of clarification/Queries raised	Response from IIM Rohtak
1	2	Time and date for opening of Bids: 13/08/2020 15:00 Hrs (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other Day/time, as intimated by the Buyer	Request IIM Rohtak team to extend the bid submission till 30th Aug 2020, due to recent COVID 19 virus spread in India.	Opening of Tender extended to Aug.21,2020
2	3	Full 350 Mbps (1:1) Symmetric Bandwidth without any compression factor through OFC Leased Line till Router on 1 GBPS Ethernet ports at last mile	Request IIM Rohtak to confirm whether Router will be provided by IIM Rohtak or ISP needs to provide the CPE router? Please confirm.	Institute has its' own Firewall. ISP should have to provide his Fibre link of required Bandwidth, which is to be terminated at the Institute's Firewall port (Fibre/UTP).
3	3	The bidder shall provide 16 - 32 Nos. of live IP addresses. Should be scalable in future as per the instate requirements	Request IIM Rohtak to confirm whether ISP needs to provide 16 nos of Public IP address or 32 nos. of Public IP address.	ISP needs to provide 32 nos. of Public IP address
4	3	The bidder shall provide 16 - 32 Nos. of live IP addresses. Should be scalable in future as per the instate requirements	Request IIM Rohtak to confirm whether they are looking for IPv4 public address or IPv6 public address.	At present we require IPV4 public Address. However, in future we will be needing IPV6 IP's. So, ISP has to make provisioning for the Both (IPV4 as well as IPV6).
5	4	The complete implementation will be done within Thirty (30) Days from the date of work order. If the implementation & commissioning of internet services is not completed by Thirty (30) Days, the order will be cancelled and all the payments terms from IIM Rohtak, shall stand abrogated	30 days are not enough for delivery of this link. This clause is more favouring to incumbent provider. Request IIM Rohtak to reconsider this clause & extend the delivery time period to 10 weeks from date of PO.	As per Tender Document

6	5	<p>Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information</p>	<p>Request IIM Rohtak to delete the Access to books of accounts, as same is not acceptable.</p>	<p>Part III – Standard Conditions of RFP will not be changed</p>
7	4	<p>Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to preparation or performance, which cannot be settled amicably, decision of the Director IIM Rohtak will be firm, final and shall be binding on the supplier/service provider.</p>	<p>Request IIM Rohtak to have mutual amicable settlement in case for any disputes.</p>	<p>Part III – Standard Conditions of RFP will not be changed</p>
8	5	<p>Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the software/goods/infrastructure or services and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered software/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the order.</p>	<p>Request IIM Rohtak to consider the Late delivery penalty as below: Penalty to be applicable beyond 8 weeks as 0.5% ARC for undelivered link with a maximum cap up to 5% of ARC for undelivered link only.</p>	<p>Part III – Standard Conditions of RFP will not be changed</p>

9		Additional Query	Request IIM Rohtak to provide the site readiness as below: Online UPS Power of 220 volts to 230 volts, E-N Voltage < 2 volts, Air conditioning inside server room, Permission inside Data center for installation of link, In building permission for laying the fiber cable, Rack space of 9U in existing rack, Permission inside server room for installation of link etc.	Vendor should have to provide the Total Load of the Equipment. Vendor has to install their own Rack (as per their requirement) in the server Room. Permission for installation and commissioning of the Fibre link may be provided along with the PO to successful bidder.
10		Acceptance of link	Request IIM Rohtak to consider the Acceptance of the link to be WAN Ping test (PE to CPE Ping test) & successful ping from DC to remote site.	Bidder has to provide the latency of the Fibre link. As mentioned below:-

Reply for additional query SI. No.12: Vendor should provide the assurance for the latency which should not be more than 88-90 millisecond for google.com and global dns/google dns etc

- 1. Intra-North America: 45 milliseconds or less**
- 2. Intra-Europe: 35 milliseconds or less**
- 3. New York to London (Transatlantic): 85 milliseconds or less**
- 4. Los Angeles to Tokyo (Transpacific): 140 milliseconds or less**

OR Latency: ISP's Latency will be calculated by round trip delay from ISP's any edge router in INDIA & terminating point with upstream service provider. To be assured by standard 1000 packets of 64-byte ping. Latency, Packet drop will be under SLA as per the below mentioned table:-

Peering Points	Network Availability (Tier1 POP - Over a Month)	Round Trip Delay between ISP Gateway Router and ISP upstream peering point	Packet Drop
USA	≥ 99%	≤ 325 ms	≤ 0.05%
UK	≥ 99%	≤ 250 ms	≤ 0.05%
Singapore	≥ 99%	≤ 90 ms	≤ 0.05%

11		Acceptance of link	Request IIM Rohtak to provide the Acceptance of link within 3 days post handover of link & Acceptance of link to be site wise (i.e. On individual site wise).	Acceptance of the link will be given only upon successful installation and commissioning and serviceability check by the user department of the Institute.
12		Ethernet Cable for termination from MUX to CPE router	Request IIM Rohtak to provide the UTP Cable for termination of link from MUX/L2 switch to Gig Ethernet Port of CPE router (If Electrical handoff).	ISP should have to provide Fibre link of required Bandwidth (350 Mbps), which is to be terminated at the Institute's Firewall port.
13		Exclusion from LD Penalty	Request IIM Rohtak to exclude the LD Penalty on below scenario. 1. Delay in Sharing the complete site address & site contact details for all sites. 2. Delay in getting the Permission for installing the Fiber & Ethernet device inside server room, Delay in getting the In building permission, Delay in getting the rooftop permission for RF Pole. 3. Site is not ready (i.e. Site readiness is not available as per checklist shared). 4. Permission not available.	1. Site and contact Address as per RFP. 2. Institute is looking for (1:1) Fibre connectivity, from ISP's nearest Transmission Centre. We are not looking for RF connectivity. 3. Our site is ready in all respect. However, bidder may share his checklist in his bid. 4. Work permission may be provided along with the PO to successful bidder.

14		Exclusion from SLA up time Penalty	<p>Request IIM Rohtak to exclude the Penalty for not meeting the SLA up time in below scenario.</p> <ol style="list-style-type: none"> 1. Power failure. 2. Force Majeure 3. Trouble ticket not booked with ISP. 4. Permission not available for maintenance & restoration of link. 5. Earthing issue or Online UPS related issue. 6. Flood 7. Riots 8. Political Instability 9. Any other reason beyond Service provider control. 	<p>1. Power failure at Institute end may not be counted in SLA.</p> <p>2. Force Majeure may not be counted in SLA. However, vendor should provide the types of Force Majeure in their Bid and institute may decide for the considerations.</p> <p>3. Down time will be calculated from the date and time of Ticket Books with the ISP for service failure (Trouble ticket booked with ISP).</p> <p>4. Service request will be considered as permission for rectifying the fault. However, in case of the major faults (in case of digging inside the institute campus etc.) vendor should take permission from the institute:</p> <p>5. We have proper eathing and UPS supply in our server room. However, Vendor, should verify & check before installation of their items.</p> <p>6. For point No. 6,7,8,9, vendor should have to provide the alternate/backup services in view of the above (Point No. 6,7,8,9) points.</p>
15			<p>Requesting customer to modify the clause that both parties shall have right to appoint mutually accpetable sole Arbitrator in case of dispute under Arbitration and Concillation Act, 1996</p>	<p>will remain As per tender document</p>

16	5	12. Patents and other Industrial Proprietary Rights	Requestind customer to delete this clause, Since it is not applicable for scope of services. Both parties can continue own their own IPR. For indemnity related to breach of IPR - Requesting customer to deleted the "USE". Since use of services is not within control of Bidder. Also any such breach shall be subject to knowlege qualifier and be limited to the jurisdiction of India.	will remain As per tender document
17	7	Fall Clause	The clause talks about software which is not applicable to Bidder under scope of services to be provided.Since we are just providing connectivity services request customer to delete this clauses	Vendor should have to provide the software /Monitoring link to check the utilisation of the Bandwidth
18	9	PLEDGE OF COMPLIANCE	Requesting customer to alter the language , since it too wide to confirm especallity the Inaguge around-"no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body"	As per Tender Document
19	NA	Service levels	Service levels exclusions to be provided. Including 1. Restriction of access. 2. Customer fault. 3. Power failure. 4. scheduled maintenance. 5. Reasons beyond control of Service provider etc.	As per Tender Document

20	NA	Additional	Please intimate that the services shall be provided in accordance with the provisions of the Unified License and other subscription documents such as commercial form, eCAF etc.	As per Tender Document
21	NA	Additional	ILL services shall be subject to execution of internet usage declaration form.	As per Tender Document
22	NA	Additional	Request customer to have a overall cap on the liability of the Bidder in relation to provision of services.	As per Tender Document
23	Part II – Essential Details of Items/Services required	Additional	Request customer to have a overall cap on the liability of the Bidder in relation to provision of services.	As per Tender Document
	2. Technical specification/s cope of work details TECHNICAL PARAMETERS (Page no. 3)	The Internet connectivity to be provided through own International gateway having quality bandwidth.	We request you to consider own / direct access to International gateway through Telco also. This industry works on collaboration. It will not impact on any functionality or performance of the Internet leased line link if the changes are made. Moreover other technical terms like Latency, Packet Loss etc. is so stringent to deviate and we will comply with the same. Therefore own International Gateway is not required.	As per Tender Document