## Annexure A: Pre-bid Query reply for tender "Appointment Cum Empanelment Of Network Bandwidth Service Providers For MSEDCL AMR Activities" Tender No. MSEDCL/IT/NBSP-AMR/2022-23/3

| Sr. No | Bidder | Clause No. | Page No. | Tender Clause | Query/ Suggestion | MSEDCL Response |
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| 1 | Airtel | 2 | 7 | SIMs not communicating from 3 months/6 months, SIM having zero data usage for more than last 3/6 months etc., | Above functionality is availebe with API access, customer has the doenload the same on Weekly basis, data is not stored on portal, hope the same suits to MSEDCL | Accepted. |
| 2 | Airtel | 2 | 7 | B. Management of SIM cards: There should be provision for new SIM activation, SIM suspension etc. Admin user should be able to activate new SIM cards & suspend (temporary/Permanent) existing SIM cards in bulk, as per requirement. Also there should be provision to delete SMS stored in SIM cards | Bulk activation and deactivation can happen in batch of 5000, hope the above suits to MSEDCL | Accepted. Activation / deactivation of SIMs in batch up to 5000 should be possible. |
| 3 | Airtel | 2 | 10 | e. SIMs shall have static IPs in MSEDCL network or Public. In case of public SIMs whitelisting of MSEDCL requested URLs will have to be done by the Service Provider, within 7 days after receipt of request from MSEDCL. | as per Whitelisting guideline , only 4 IP/URL can be whitelisted, hope MSEDCL requirement is in line of M2M guideline | Accepted. |
| 4 | Airtel | 7 | 29 | e. Monthly BTS report should be shared by NBSP whenever required by MSEDCL | Request you to please help change the same to quarterly as the report are submitted to TRAI on quarterly basis. | Accepted. Refer revised clause in RFP. |
| 5 | Airtel | Table 1 | 38 | SIM Delivery in 7 Days | Request you to please help amend the same to 15 days | Accepted. Refer revised clause in RFP. |
| 6 | Airtel | | | Scheme of Awarding the tender | Pls confirm the ratio of awarding the current business and upcoming buisness | Accepted. Refer revised clause in RFP. |
| 7 | Jio | 2. SCOPE OF WORK<br><br>A. BRIEF PROJECT SCOPE | 7 | ii. Selected Bidders will have to supply the required no. of 4G/4G LTE project SIMs (Public or Private as per requirement) with data and SMS services enabled to MSEDCL Corporate Office, as and when required during the period of contract. | We understand 4G has 4 variants i.e. Cat 1, Cat 4, Cat M1 and NB-IoT. For static devices with low bandwidth requirement such as in AMI/AMR use-cases, NB-IoT has been the preferred choice of communication technology among power utilities globally.<br><br>We request inclusion of NB-IoT as well as this is futuristic technology offering better coverage, lower power consuming hence aid in better energy efficiency, dedicated data network which has been globally accepted for fixed IoT devices such as smart meters among others. Hence request amendment of the clause as mentioned below<br><br>ii. Selected Bidders will have to supply the required no. of 4G/4G LTE/NB-IoT project SIMs (Public or Private as per requirement) with data and SMS services enabled to MSEDCL Corporate Office, as and when required during the period of contract. | No change. As per tender |
| 8 | Jio | C. IMPLEMEN TATION APPROACH | 9 | 3. The service provider has to submit the invoices by maintaining standard quarters such as Jan-Feb-March, April-May-June, etc. | As per standard practice, SIMs/Mobility payments shall be paid monthly. Hence, we request to modify the clause as :<br><br>3. The service provider has to submit the invoices by **monthly** maintaining standard quarters such as Jan-Feb-March, April-May-June, etc. | No change. As per tender. |

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| 9 | Jio | C. IMPLEMENTATION APPROACH | 9 | 4. Payment shall be processed on quarterly basis (not before completion of the quarter) to the Service providers. | As per standard practice, SIMs/Mobility payments shall be paid monthly. Hence, we request to modify the clause as : 4. Payment shall be processed on **monthly** ~~quarterly basis (not before completion of the quarter)~~ to the Service providers. **Payment will be released by MSEDCL within 18 days from the date of submission of invoice** | No change. As per tender. |
| 10 | Jio | 3. QUALIFYING REQUIREMENTS I. MINIMUM ELIGIBILITY CRITERIA | 13 | Bidder shall have following experience of providing SIM services in India, during the last 7 years since date of publishing of this tender. i. Experience in single project costing not less than the amount equal to Rs. 10.76 Crores (without taxes)  OR ii. Experience in two projects each costing not less than the amount equal to Rs. 6.72 Crores (without taxes) OR iii. Experience in three projects each costing not less than the amount equal to Rs. 5.38 Crores (without taxes). Note: For the above experience, completed projects and ongoing projects shall be considered. | We request to modify the clause as : Bidder shall have following experience of providing SIM services in India, during the last **3** ~~7~~ years since date of publishing of this tender. i. Experience in single project costing not less than the amount equal to Rs. 10.76 Crores (without taxes)  OR ii. Experience in two projects each costing not less than the amount equal to Rs. 6.72 Crores (without taxes)  OR iii. Experience in three projects each costing not less than the amount equal to Rs. 5.38 Crores (without taxes). Note: For the above experience, completed projects and ongoing projects shall be considered. | No Change. As per tender. |
| 11 | Jio | D. TERMS OF PAYMENT | 28 | All payments shall be made within 45 working days on submission of pre-receipted bills (hard copy) to CGM(IT), Prakashgad, MSEDCL, 4th floor, Bandra East, Mumbai by the Vendor in quadruplicate. | As per standard practice, SIMs/Mobility payments shall be paid monthly. Hence, we request to modify the clause as : All payments shall be made within **18** ~~45~~ working days on submission of pre-receipted bills (hard copy) to CGM(IT), Prakashgad, MSEDCL, 4th floor, Bandra East, Mumbai by the Vendor in quadruplicate. | No change. As per tender. |
| 12 | Jio | 2. SCOPE OF WORK | 7 | iii. Selected Bidders will have to make provision for sufficient Backhaul leased lines/secure tunnels through internet at MSEDCL Data Center (Mumbai) and MSEDCL Cloud Data Center.  The configuration and integration of the Backhaul leased lines/secure tunnels through internet with the Data Centre, MSEDCL Cloud Data Centre will be in the scope of the bidder. | 1. Pls revert on the bandwidth valiue for the backhaul? Is 20 Mbps good enough? 2. Where is MDESCL Cloud Data Center? 3. Are you looking for Internet Services oin MSEDCL DC and Cloud DC? | 1. Bandwidth requirement given in Scope of work 2. Presently, MSEDCL is using AWS cloud services 3. As mentioned in scope of works in tender |
| 13 | Jio | 2. SCOPE OF WORK | 7 | For connecting MSEDCL Cloud Data Centre and MSEDCL DC, the port charges, Cross connect Charges, router charges and other miscellaneous charges will have to be borne by Bidder. | Understand that MSDEDL would have deployed its router in MSEDCL DC. If Yes, then is bidder need to supply separate router in DC? If Yes, MSEDCL need to provide rack space and regulated power for mounting bidder supplied router. | As per RFP. |

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| 14 | Jio | 2. SCOPE OF WORK | 7 | Location : MSEDCL Cloud Data Center on AWS No. of Links per Service Provider: 1 Nos. Bandwidth: 8 MBPS | MSEDCL need to procure Port bandwidth at AWS data center separately and provide service keys to bidder for provisiomning of cloud connect to Cloud DC from physical DC. | As per tender. It is mentioned in tender that 'For connecting MSEDCL Cloud Data Centre and MSEDCL DC, the port charges, Cross connect Charges, router charges and other miscellaneous charges will have to be borne by Bidder'. |
| 15 | Jio | B. BANDWIDTH REQUIREMENT | | ii. No extra charges shall be paid by MSEDCL if the data usage of a SIM goes beyond data usage limit during the month. | We understand and would like to note: 1) Charges shall have to be paid in case of extended data usage. 2) Data rollover can be offered either by Limited Volume based or Limited Period Based. Data rollover for unlimited period is not possible. Please confirm our understanding | No extra charges shall be paid to bidder for any reason. As per tender. No change |
| 16 | Jio | C- IMPLEMENTATION APPROACH | | 4. Payment shall be processed on quarterly basis (not before completion of the quarter) to the Service providers. | Please note: In the absence of payment as per the agreed timelines, JIO shall have the right to suspend/terminate services. Please confirm. | As per tender. No change |
| 17 | Jio | | | Additional | Request MSEDCL to note that any Liquidated damages or penalties shall be settled in the form of credit note | As per tender. No change |
| 18 | Jio | | | Additional | 1. Request MSEDCL to note that Security deposit shall have to be paid for Sim Cards                               2. Incase of lost sim cards charges shall have to be paid to RJIL | No extra charges shall be paid to bidder for any reason. As per tender. No change |
| 19 | Jio | | | Additional | MSEDCL to note that Incase of termination of contract by MSEDCL without cause or for convenience, MSEDCL shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Proivder as mutually agreed between MSEDCL and Service Provider for terminating the contract for reasons other than mentioned in the RFP. | As per tender. No change |
| 20 | Jio | 1. SCOPE OF WORK | 11 | H. OTHER TERMS 1. Bidder should not suspend/ stop the Backhaul links in any case without prior permission of MSEDCL within the contract period | Suspension for any regulatory reasons and in case of any instructions from competent regulatory authority can happen without consent of customer. Please note that suspension for regulatory matters is not within control of the bidder. Requesting customer to clarify the position by way of corrigendum | As per tender |

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| 21 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 19 | D. SUSPENSION The Owner may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Vendor to remedy such failures within a period not exceeding 30 days after receipt by the Vendor of such notice of suspension. | Can we qualify that breach for which such suspension is issued shall be solely and directly attributable to bidder | It is already mentioned in the clause that notice of suspension shall specify the nature of the failure. |
| 22 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 19 | A.    TERMINATION- a) The Owner may, by not less than thirty (30) day's written notice of termination to the Vendor, terminate this contract, if the Vendor fails to remedy a failure in the performance of their obligations under the contract, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within further period as the Owner may have e subsequently approved in writing. | Requesting that failure in the performance of the onbligations shall be qualified as non performance of services under particular MPLS Sims wherein the services not found satisfactory and are below threshold levels for consecutive 3 SLA measurement period as  agreed in SLA and for the reasons solely and directly attributable to Bidder. Customer is requested to issue a remedial period under the clause to remedy the breach | A remedial period of 30 days is already mentioned in the clause. |
| 23 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 19 | b) The Owner may, by not less than sixty (60) days written notice of termination to the Vendor, terminate this contract, if the Owner, in  its  sole discretion  and for any reason  whatsoever, decides to terminate this contract. | Requesting customer to not to terminate the contract for convinience since there is capex investment,  in order to provide services under this RFP , which is to made by Bidder | No Change. As per RFP. |
| 24 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 19 | d) The owner may, terminate the contract if new bidder is appointed within contract period. | Please delete this clause since contract issued is for particular order to bidder., if a new bidder is appointed then existing contract termination is not fair considering that there are no performance issues | Clause deleted. Refer revised RFP. |

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| 25 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 19 | The Vendor may, by not less than one hundred & eighty (180) days' written notice to the Owner, terminate this contract; if the Owner is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by the Owner of the Vendor's notice specifying such breach | For breach of regulartory norms and  in case of any specific instructions from competenet regulatory authority , government agencies , Bidder cannot gurantee any issue of notice period , since its beyond its control | No Change. As per RFP. |
| 26 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 20 | D. INDEMNITY | Indemnity for service performance is not feasible Further the indemnity shall be qualified to acts and omission which are solely and directly attributable to bidder/vendor while at permises of customer.  Joint and concurenet negligence from  board is not accpetable. Claims can be defended only to extent such is solely and directly attributable to Bidder/ vendor

Considering the regulated scope of serviecs , Bidder would also need indemnity for below

1 Breach of regulartory norms and related complaines applicable on the customer
2. Non permissable usage of services
3. Breach of applicable laws | As per RFP. |
| 27 | Jio | 5. GENERAL CONDITIONS OF CONTRACT | 21 | ii) Taking up a similar kind of project elsewhere during discharge of duties/obligations under this contract. | Kindly clarify this requirement? Bidder is TSPs and can provide similar or same services to other customers. Approvals in this regards is not applicable and feasible. | Clause deleted. Refer revised RFP. |
| 28 | Jio | G. SETTLEMENT OF DISPUTES | 23 | D. OBLIGATION DURING PENDENCY OF ARBITRATION: | We request mutual choice for appointement of arbitrator for conducting proceeding under Arbitration and Concillation Act, 1996 | As per tender |

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| 29 | Jio | 6. SPECIAL CONDITIONS OF CONTRACT | 27 | B. CONTRACT AUDIT<br>MSEDCL reserves the right to audit cost details as part of an overall contract audit. In this context, if selected, the Vendor will be expected to maintain time and other accounting records considered necessary. | We trust that such clause is restricited to invioces and SLA perfomance document for ascertaing cost detials. Bidder being an regulated entity cannot agree to open Audit rights. Scope of such actvity shall be pre agreed between parties and book of accounts, internal cost break up , other confidentail information of RJIL shall be specificaly excluded from this clause.<br><br>Kindly confirm | Clause deleted. Refer revised RFP. |
| 30 | Jio | 7. ANNEXURES a) ANNEXURE A: TECHNICAL REQUIREMENTS | 29 | ii SIM Specification<br>a. SIMs needs to have GPRS/4G/4G LTE services | Request to include NB-IoT and suggested amendment to the clause is as follows<br>a. SIMs needs to have GPRS/4G/4G LTE/NB-IoT services | No Change. As per RFP. |
| 31 | Jio | D. PRICE BID | 34 | 1. Supply of SIMs with 4G/LTE 50Mb data & 50 SMS per SIM per month | We understand 4G has 4 variants i.e. Cat 1, Cat 4, Cat M1 and NB-IoT. For static devices with low bandwidth requirement such as in AMI/AMR use-cases, NB-IoT has been the preferred choice of communication technology among power utilities globally.<br><br>Hence, request to amend the line item as mentioned below<br><br>1. Supply of SIMs with 4G/LTE/NB-IoT 50Mb data per SIM per month | No Change. As per RFP. |
| 32 | Jio | D. PRICE BID | 34 | | Request to clarify break-up of 6 Lacs SIMs in the BoQ as per data plan requirement/use case. We believe 50 Mb plan is requirement for AMR end-points and hence its quantity will be 6 lacs and higher data plans are for DA use-cases and might be of limited quantity. Request clarification in this regard. | As per tender SOW, Letter of Awards will be placed to empanelled bidders as per requirement of SIMs received |

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| 33 | Jio | F. SERVICE LEVEL AGREEMENT | 36 | F. SERVICE LEVEL AGREEMENT- Penalties | Requesting Customer to please add exclusions to Service Levels as follows:<br><br>Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:<br>I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption<br>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.<br>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment<br>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,<br>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE<br>vi. Events or occurrences that result in "No problem Found" Trouble Tickets<br>vii. Trouble Tickets associated with new installations or upgrades<br>viii. Customer initiated change request in the service while the change request is under progress.<br>ix. Planned repairs, modifications or maintenance notified to Customer in advance,<br>x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,<br>xi. Suspension of Service by the Company<br>xii. Force Majeure Events,<br>xiii. Customer scheduled maintenance | No Change. As per RFP. |
| 34 | Jio | Additional | Additional | Documents to be executed by Customer | The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement. | Accepted. |
| 35 | Jio | Additional | Additional | | Request inclusion of Quantity Variation clause allowing supply of certain percentage of LoA quantity as per your need | No Change. As per RFP. |
| 36 | VIL | 2. SCOPE OF WORK | 7 | iii. Selected Bidders will have to make provision for sufficient Backhaul leased lines/secure tunnels through internet at MSEDCL Data Center (Mumbai) and MSEDCL Cloud Data Center. | Shall we provide connectivity to MSEDCL DC & Cloud DC over MPLS backhaul. | As per RFP. |

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| 37 | VIL | 2. SCOPE OF WORK | 7 | | Is it Private APN to be configure? | Yes |
| 38 | VIL | 2. SCOPE OF WORK | 7 | | What is the end device where SIM card will be used ? | Modem |
| 39 | VIL | 2. SCOPE OF WORK | 7 | | Traffic will be Unidirectional or bi-directional | Bi-Directional |