

**Pre-Bid Meeting Minutes for Subscription of Internet leased  
Line Services For National Institute for Empowerment of  
Persons with Multiple Disabilities (NIEPMD), E.C.R. Muttukadu,  
Kovalam (Post), Chennai – 603112**

**File No. NIT No. NIEPMD/LIB 9(57)/2021**

**09<sup>th</sup> Apr 2021**

The First pre bid meeting was held on 01<sup>st</sup> Apr 2021.

Following members attended the meeting: -

1. M/S Pulse Tele Systems, Chennai
2. M/S TIC Fiber Chennai
3. M/S Tata Tele Services, Chennai
4. M/S Reliance Jio Info com limited, Chennai (through online mode)

All the bidders were discussed about the tender clauses in details and were asked to submit their queries to NIEPMD for discussion in second pre- meeting.

The second pre bid meeting was held on 09<sup>th</sup> Apr 2021.

Following members attended the meeting: -

1. M/S Pulse Tele Systems, Chennai
2. M/S TIC Fiber Chennai
3. M/S Tata Tele Services, Chennai
4. M/S Reliance Jio Info com limited, Chennai (through online mode)
  - a) No query was raised by M/S Tic Fiber, Chennai.
  - b) Query Raised by M/S Pulse Tele systems is enclosed with minutes. — *cmah*
  - c) Query raised by Jio Info Com Enclosed with minutes. — *cmah*
  - d) No query details submitted by M/S Tata Tele services.

*\*) Bidders Request the Specification requirement of UTM Device. UTM Specification is attached with this Proceeding. *ASPO**

IMO

ASPO

Deputy Registrar (Admin)

Director

Encl: As Stated above

Reliance JC1:F28io Infocomm limited			
NIEPMD/LIB 9(57)/2021			
Section no/Clause No	Description of Clause	Clarification Sought	Answer
Requirements and Specifications	This includes setting up of last mile connectivity preferably using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with NIEPMD existing Local CCTV Network. The termination of the last	Need more clarity on where to terminate the link. Request to change the clause as service provide scope to terminate the link till CPE router	Link to terminated in CCTV room. Your scope of work is up to your Router only.
Scope of work	The vendor willing to apply for providing internet service should visit the campus with prior appointment for understanding the site requirement, availability of existing infrastructure & present connectivity. Vendor visiting to site should obtain site visit certificate and same to be uploaded with technical bid for acceptance of bids	Request to change the clause as service provide scope to terminate the link till CPE router	This visit is required as vendor has to calculate the distance from his fiber point to NIEPMD CCTV room for calculation of one time charges.
Scope of Work	The Internet connectivity leased line should have fully dedicated (1:1), unshared & high quality 100 Mbps symmetric bandwidth without any compression factor through optical fiber. In case connectivity from fiber cable fails or breaks, the same connectivity speed will	Tender requirement is last mile on optical fiber with ring architecture on self healing mode. But this point ask for additional wireless link (secondary link). Hope this is not mandatory if we	This secondary solution in case of main fails and can not be restored within time limit.
Scope of Work	ISP shall provide 16 Class C, real IP addresses for exclusive use by NIEPMD, DEPwD, GOI and shall configure the new IP addresses and gateways on the	Kindly remove the clause, Service provider could provide the required static Public LAN IP's.	Not accepted
Scope of Work	The termination of the last mile connection is to be made in CCTV server room of NIEPMD. The proposed link is to be terminated through the UTM.	As per this point there will be a Firewall/UTM box at the server room where service provider needs to terminate the link. No additional CPE router to be provided by service	Accepted
Scope of Work	Building permissions, entry pass to the location for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the ISP.	Kindly delete this clause as this link would be deployed specific to this customer, request customer to	Accepted
Scope of work	Complete maintenance of the Internet services up to NIEPMD premises (Ethernet port of central switch/UTM) shall be sole responsibility of the vendor	Request to change the clause as service provide scope to terminate the link till NIEPMD IP device	Up to ISP Router

Fault rectification schedules and Penalties	The service provider will maintain the internet leased line on 24x7x365 basis. The services/repair calls are to be attended by the service provider within 30 Minutes from the time of registration of complaint/reporting of service failure. In case the services are not restored back to their fully optimum functionality or the issues not resolved within 30 Minutes the rental for the particular period in which the services remained affected shall not be paid, besides imposing a penalty after 30 Minutes @ 1% of the quarterly rental per week up to a maximum limit of	Please consider Mean time to respond to service request as 1 hour and 4-6 hours for resolution of fault.	Accepted
		Please note that resolution within 30 minutes is not an industry standard and is very harsh deadline for fault	Accepted
Fault rectification schedules and Penalties	During the National function days like Republic Day, Independence Day, elections NIEPMD conferences, seminar and other declared festival holidays &	Please consider penalty application for service provider fault after 4-6 hours resolution time post service	Not accepted
Fault rectification schedules and Penalties	In case the service provider fails to provide any service listed above, there would be a minimum penalty of Rs.1000/- per day for each service affected. If the engineer fails to report to NIEPMD then in addition to penalty an additional amount per day as	Please clarify on this additional penalty clause. When will this be applicable	Accepted
Fault rectification schedules and Penalties	Critical: Rs 2000/- per hour for 1 hr to 3 hr period and Rs 1800/- per hour beyond 3 Hrs in addition to the initial 2000/-.	As penalty clauses are already outlined in 22. i. please clarify on the additional penalty clauses. Please consider a standard penalty clause as	Accepted
A. Pre-Qualification/Eligibility Criteria	The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s) and the bidder should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp	Please amend as follows - "bidder should not have any litigation in any of the Court(s) which shall have any adverse effect on the performance of the services by the Bidder under	Accepted

	<p>Network performance/availability:</p> <p>i. The performance of the internet leased lines will be observed for 90 days. If the user does not satisfy with the performance of the service provider, their contract would be terminated immediately.</p> <p>ii. They will submit documentary details of their performance and network availability at NIEPMD's location.</p> <p>iii. In case of the performance of the service is not found satisfactorily, the explanation of the firm/company can be called by issuing a show cause notice. If the reply of show cause notice is not found satisfactory, action against the firm/company like</p>	<p>Services will be performed as per SLA agreed.</p> <p>For any breach or default, non satisfactory performance request customer to provide bidder with a cure period of 90 days to rectify the breach. If the Bidder fails to rectify the same within the cure period, the contract can be terminated.</p> <p><b>Request deletion of the blacklisting option here.</b></p>	<p>Services will be performed as per SLA agreed.</p>
M. Commencement of Contract	<p>NIEPMD shall have the right to increase the Quantum/Scope of Work by up to 50% of the total requirement or decrease up to 100%, without any change in the unit price or other terms and conditions</p>	<p>Request deletion.</p>	<p>Not accepted</p>
Q. Disqualification / Annulment of Contract	<p>Failure of the successful bidder to comply with the requirements of any or all clause(s) as mentioned in the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event NIEPMD may make</p>	<p>This is a very broad and subjective clause for termination. Request deletion.</p> <p>In the event of any fault or failure of the Bidder, request customer to</p>	<p>Not accepted</p>
Q. Disqualification / Annulment of Contract	<p>The bidder should give a certificate that none of his/her near relative is working in NIEPMD or any other attached/affiliated/subordinate offices of the</p>	<p>Due to the size of the bidder organization, please limit to relatives of bidder who are involved in this</p>	<p>Not accepted</p>
Set-off	<p>Any sum of money due and payable to bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the NIEPMD or any other person or persons contracting through the NIEPMD and set off the same against any claim of NIEPMD or such other person or persons for payment of a sum of money arising out of</p>	<p>Please delete. This is not agreeable to us</p>	<p>Accepted</p>
AC. Indemnification	<p>AC. Indemnification</p>	<p>Indemnification provision is very broad. Request customer to limit indemnity to the following:</p> <p>i) any death or injury caused by the negligent act or omission of the Bidder;</p> <p>ii) any damage to tangible property of</p>	<p>Not accepted</p>

AC. Indemnification	Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold NIEPMD harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or	Customer shall be liable for any damage (other than ordinary wear and tear) or loss or theft of Bidder's equipment at customer's premises and shall indemnify the Bidder for the same.	Not accepted
AG. Intellectual property rights	All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR"	Clause not applicable. Request deletion. This is a connectivity service agreement. No IP license will be transferred or vested to any party.	Accepted
	Additional clause	i) Neither Party shall be liable for any indirect, special or incidental damages. ii) the aggregate liability of the bidder	Accepted
	Additional clause	Request customer to provide a cure period of 90 days to rectify any default, delay. If the Bidder fails to	Not accepted
Ab. Force majeure	Ab. Force majeure	Force Majeure should not be a reason for termination. Request modification.	Accepted
	Additional clause	Bidder shall not be liable for delay arising due to any reasons attributable to the customer or arising due to	Not accepted

	Additional clause	<p>Request addition of the following events from downtime calculation:</p> <p>i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>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 Bidder personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p>	Not accepted
Prequalification	Bidder must be Category "A or B" ISP License. The bidder (Internet Service Provider) must have a valid class 'A or B' category license from Dot, M/o CIT, Government of India. Copy of document showing ISP License No. (with date) along with a copy of the	Bidder possesses Unified license and will furnish the same	Accepted
Prequalification	The ISP should provide all operation, service and maintenance (inclusive of their hardware	Please elaborate	Till your hardware router
14	Performance Guarantee: The selected bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the contract value (Purchase	Please amend to 3% in line with Govt. order	Not accepted
	Additional clause	Per Govt. order, EMD to be in form of Bid security declaration. Hence,	Old EMD will be considered

	Additional clause	Please allow RF last mile apart from OFC. RF last mile SLA will be 98.5% in line with industry standards	may be considered, however technical committee will decide the final call. OFC will be preferred.
S. Implementation period	S. Implementation period	Please consider 4-6 weeks considering permissions, capex heavy work of	accepted.

**Query Raised by Pulse Tele Systems**

Sl. No.	Query	Answer
01	On page 3 of the tender notice, under the heading "description" for IP Address, it is mentioned that the 16 live public IP address(IPV4 & IPv6):So our clarification is that, since there is a universal shortage of IPv4,would NIEPMD would ok with 16 live IPv6.	Accepted
02	On page 6 ,point number 6 states that "NIEPMD shall not be bound by any printed conditions or provisions in the bidders bid". So our clarification is that, since the telecom business that we are in is licensed by the department of telecom and is subject to audit and one of their terms is that all orders from customers, must be accompanied by a signed Customer Application Form(CAF).So the attached CAF has to be also signed. Request for an amendment to be made accordingly.	We accepted to sign the CFA after review and technically discussion terms & conditions mentioned in forms. However all mentioned terms & conditions may not be accepted.
	On page 6,point number 11(EMD),states that"All SSI/MSME units registered with NSIC /DGS&D /GeM for this item as per specification are exempted from the EMD". Have attached our MSME registration certificate, request confirmation as to whether this registration will be accepted.	Accepted
	On page 9, point number 22 states that "The ISP has to ensure minimum 99.5% uptime per month" and it goes on to say that if the uptime of 99.5% is not met then service credit as stipulated would have to be given and along with this when you read point number 23,titled Fault rectification schedule and penalties, it mentions a levy of penalty if the service is not restored within 30 minutes. We have 2 clarifications here, the 1 <sup>st</sup> one is that there are 2 (point 22 & 23) penalties levied for the service not being up, normally it should only be 1,that is either point number 22 or point number 23 and our 2 <sup>nd</sup> clarification is that to restore a link within 30 minutes may not be practical,since your office is located on the outskirts of the city. Request for the amendment to be made.	Accepted
	On page 12, point number 3,states that the payment will be made on a quarterly basis only after the completion of the quarter. The standard industry practise is that the quarterly recurring payment is made at the beginning of the quarter. Request for an amendment to be made. Thanking you once again	Not accepted.



## **Specifications of Firewall**

- Configuration and implementation of 500 user licenses with high session capacity.
- Anti-virus, Anti-Spyware, Anti-Spam and outbound spam protection.
- Web filtering and web application.
- VPN.
- Captive portal.
- Bandwidth management.
- Multiple link management and routing with failover.
- On-appliance reporting.
- IPv6 ready.
- Application visibility and control.
- Packet filtering.
- Layer 7 Packet inspection for enhanced UTM application.
- Radius server support.
- Traffic shaper.
- Dynamic DNS multi V.A.N.
- High availability PPPoE Server and client.
- Real time information of each user traffic.
- User license provisioning.
  
- On-site training for using firewall
- Onsite support within 4-6 working hours from time of reporting issue
- Proactive monitoring
- Retrieval of One year browsing logs.
- Warranty: 2 years with support
- Replacement: Replacement warranty for software and hardware during warranty period. Appliance failure due to power issues and physical damage will not be covered even during warranty period