

With reference to the queries received from the bidders for the RFP (Request for Proposal) for “Providing Multiprotocol Label Switching (MPLS) connectivity at Town and Country Planning Haryana Offices” and the pre bid meeting held on 22-08-2016, the clarifications/response of Town and Country Planning Department, Haryana, is provided here under. Revised Service Level Agreement is also included. This is to be read along with the initial RFP released on 02-08-2016.

Enterprises Business-Ambala - BSNL					
Sr. No.	Reference(Page No./ Para / Sub para No.)	Subject/ existing clause	Clarification Sought	Suggestions / Remarks (if any)	Department's Response
1		Are all the 34 sites (locations/Offices) as shown in section 4 are to be connected directly with SDC (State Data Centre) with shown bandwidth?			YES
2		Are all the 34 Sites (Locations/Offices) as shown in section 4 are to be connected to each other also with the shown bandwidth i.e. Say Office at STP Panchkulla is to be connected with other 33 sites (Locations/Offices) independently also or these all 34 offices will be connected to each other via State data Centre?			YES
3		if possible kindly let us know how these 34 Offices are interconnected with each other through BSNL and also with SDC at present .Is it possible to provide network connectivity diagram showing Office/locations at present? If possible same may please be			No such inter-connections exists as on date.

		provided with network diagram			
4		40 Mbps bandwidth requirement at SDC , Mini Secretariat Sectro-17, Chandigarh is shown kindly this may please be clarified please. 40 Mbps Bandwidth is for all 34 offices/locations			Bandwidth requirement detail is already provided in detail for each of the field office
Airtel Bid queries					
5	Page No. 6, Performance Bank Guarantee	15% of the order value with a validity of six months more than the expiry of contract date.	Request you to reduce the PBG amount to 10% of the order value		Agreed
6	Pg. 19, Clause 22. Bandwidth on Demand		Minimum Contract period is of 1 year, we cannot agree to this // Request to remove this clause as there might be network restrictions/constraints due to which bandwidth on demand may not be possible		Pg.19, Clause No. 22 may be considered as deleted
7	Page 31, Payment Schedule	The First quarter will start from the date of Commissioning of project.	Acceptance and billing should be site wise. Once a site is accepted, its billing should start immediately.		Not acceptable. Rejected.
8	Page 35, Arbitration	Financial commissioner and Principle Secretary Town and Country Planning, Haryana	In such a case, an arbitrator should be mutually appointed by the contractor and the customer		Not acceptable. Rejected.

9	Pg 20, Clause 25, Commissioning of the Sites:	The vendor is required to implement and commission the location within 8 weeks from the date of order.	Request you to increase the timeline to 12 weeks		The vendor is required to implement and commission the following locations within 8 weeks from the date of order: 1. State Data Centre 2. TCP, Haryana, HQ 3. STP Office, Panchkula 4. STP Office, Gurgaon 5. STP Office, Faridabad 6. STP Office, Rohtak 7. STP Office, Hissar For other sites additional 4 weeks can be considered on the request of the Service Provider in case a justified reason for the delay is submitted. However, in no case, the commissioning of these sites shall go beyond 12 weeks.
10	Page 13, TECHNICAL BID	The bidder should submit IPv6 readiness certificate for the supplied items.	Please accept the self undertaking from the bidder regarding readiness of IPv6		Agreed
11	Page No. 6, Performance Bank Guarantee	15% of the order value with a validity of six months more than the expiry of contract date.	Request you to reduce the PBG amount to 10% of the order value		Already replied at S.No. 5
12	Pg 26, SLA, Sr no 1	Payment	Request you to change deduction to 1% of QP of the delayed links for per week delay with a CAP of 5% of the Delayed links		Please refer revised SLA
13	Pg 26, SLA, Sr no 2	Baseline	TCL<=16 hours		Please refer revised SLA
14	Pg 26, SLA, Sr no 3	Baseline, Payment	TCL>=16 hours, Deduct 0.5% of the QP for the link		Please refer revised SLA
15	Pg 26, SLA, Sr no 4	Payment	Request you to change it to: 1% Deduction of Payment for the Month will be made for that particular link		Please refer revised SLA

16	Pg 26, SLA, Sr no 5	Payment	Request you to change it to: 2% Deduction of Payment for the Month will be made for that particular link		Please refer revised SLA
17	Pg 27, SLA, Sr no 6	Payment	Request you to change it to: 5% Deduction of Payment for the Month will be made for that particular link		Please refer revised SLA
18	Pg 27, SLA, Sr no 8	Payment	Request you to change it to: 98.5%-97%, 1% of the QP for that link, 97%-95% - 3%,95%-93% - 3%		Please refer revised SLA
19	Pg 31, 6.4 Payment Schedule		Site wise acceptance and LOC required, Post which Billing cycle for that link will start		Already replied at S.No. 7
20	Pg 18, Sr.19	Shifting of Premises	Request you to increase the timeline to 05 weeks		Agreed
21	Pg 19, Sr.20	Shifting of equipment within premises/office	Request you to increase the timeline to a week		To be done within 2 days
Trimax IT Infrastructure & Services Ltd					
22	Page No.9, 1.6 Preparation of Proposal Clause No.4(i)	The bidder shall not associate with individual bidder(s) and / or other firms or entities in a joint venture relationship to outsource / sub-contract a part or whole of services desired of the bidder as a part of this assignment	Can this clause be removed or allow consortium?		Not acceptable. Rejected.
23	Page No.9, 1.3 Notice Inviting Tender (Key dates) Clause No.9	Earnest Money Deposit : Rs.5,00,000/- (Rupees Five Lac only) form of Demand Draft drawn on any Scheduled Bank in favour of The Director General, Town and Country	Recommended EMD of Rs. 5,00,000 shall be considered in the form of BG.		Bidders can submit either Demand Draft or Bank Guarantee

		Planning Department, Haryana			
24	Page No.12, 1.8.1 Minimum Eligibility Criteria Clause No.4	The bidding firm/company must be a registered Telecom company under the Companies Act for providing unified telecom services and having valid National Long distance (NLD) license	Request you to remove this clause.		Not acceptable. Rejected.
25	Page no.11, Clause 1.8	Requisite manpower of required qualification and experience, project management skills and quality/level of work.	Is there any specific qualification required for the manpower? Quantity of manpower has not been provided in the tender. Requested to provide the same.		The selected bidder is to ensure providing of the services as mentioned in the RFP. For the implementation, commissioning and management of the project, he may depute qualified engineers who are able to provide the desired services, diagnose the issue and provide the solution in a time bound manner. For the department, timely and quality services are paramount. The selected bidder has to keep this in view and depute the manpower accordingly.
26	Page No. 20, Clause 3.2	Detailed implementation plan/schedule for carrying out the activities as per the project timeliness defined in RFP.	As per the RFP, there is no information about the Implementation plan/Schedule. Requested to provide the same.		Please refer the clarification at S.No. 9
27	Page No. 20, Clause 3.1, Point No. 25	The vendor is required to implement and commission the location within 8 weeks from the date of order.	Recommended to consider 10 weeks for the implementation and commissioning of the MPLS connectivity And Network Equipments.		Please refer the clarification at S.No. 9
28	Page no. 31,Clause 6.4	Payments will be made on equated quarterly basis on submission of invoices and	Recommended the Payment shall be made on monthly		Not acceptable. Rejected.

		calculation of penalties as per SLA. The First quarter will start from the date of Commissioning of project.	basis.		
29		Liquidity Damage	What is the maximum cap of Liquidity Damage? Requested to keep the maximum cap of 5% of LD on the delayed portion value.		Please refer revised SLA
30		Tender Fee	There is no information regarding the Tender Fee. Requested to provide the same.		Bidder is not required to give any Tender Fee
31			Budget allocated for this project?		No Budget is decided for the project.
Reliance					
32	9 para 6	1.6 (6) The Financial Proposal should be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable national/local laws	The Financial Proposal should be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable national/local laws. Any changes in Tax in future will be borne by the Customer.		The bid price shall be quote Excluding Taxes. Taxes as applicable shall be charged extra.
33	14 para 6	1.11 (ii). The Successful bidder should submit a Bank Guarantee of an amount equal to 15 % of the Contract Value.	ii. The Successful bidder should submit a Bank Guarantee of an amount equal to 10 % of the Contract Value.		Agreed
34	14 para 6	1.11 (ii)The Bank Guarantee shall be submitted within 15 days of Signing the Contract.	The Bank Guarantee shall be submitted within 20 days of Signing the Contract.		Agreed
35	19 Para 1	19.The cost towards installation as per the contracted rate for the respective category will be	The cost towards installation as per the mutal for the respective category		Following one time installation Charges excluding taxes are fixed: 1. For RF: Rs 25,000/-

		applicable.	will be applicable.		2. For Copper: Rs 10,000/- 3. For Fibre: Rs 1,25,000/-
36	20 para 2	25.Commissioning of the Sites: The vendor is required to implement and commission the location within 8 weeks from the date of order.	Commissioning of the Sites: The vendor is required to implement and commission the location within 12 weeks from the date of order.		Please refer clarification at Sr. No. 9
37	26 para 2	5 A: SERVICE LEVEL AGREEMENT FOR CONNECTIVITY (MPLS and Internet) :- S. No 4,5,7 Penalties	Already number of penalties are charged, request to waive the S.No 4,5 & 7 penalties.		Please refer revised SLA
38	27 -row 3	5 -Sno.8 >=99 % Full Payment >=97% & <99 % Deduct 5% of QP >=97% & <=95% Deduct 10% of QP <=95% & <=93% Deduct 20% of QP <=93% No Payment	>=99 % Full Payment >=97% & <99 % Deduct 2% of QP >=97% & <=95% Deduct 5% of QP <=95% & <=93% Deduct 10% of QP <=93% No Payment		Please refer revised SLA
39	45	Commercial sheet for MPLS VPN connectivity	As lots of sites are involved in this and huge capex is spent by bidder, request to provide the one time cost with Annual Recurring charges.		Query is not Clear. Rejected.
Tata Teleservices Limited					
40	Page 13 / Point 7	The bidder should submit IPv6 readiness certificate for the supplied items.	Any Specific format for that please share	Request clarification	Bidder to give Self Undertaking
41	Page 17 / Point 3.1/4	To provide and ensure that the specified Town and Country Planning offices are able to access and update the information on its servers hosted at State Data Centre, Sec.17, Chandigarh.	Provider demarcation can be till his router LAN Port after that customer to ensure connectivity and application performance	Request amendment	The Selected bidder shall coordinate with the Nodal Officer / Service Provider to resolve the issue.

42	Page 17 / Point 3.1/6	The above network shall be so conceptualized so as to have end to end secured communication through VPN and should support seamless transformation and integration of protocols based on open standards as well as open NMS support for monitoring configuring and measurement of the network resources.	Need more clarity on what open NMS Support is expected .		Please refer page no. 18 point 16. The Network Monitoring tools to be provided by the bidder shall be Web based tools and shall not be dependent upon any licenced products.
43	Page 17 / Point 3.1/7	The network so designed shall meet the security guidelines of CERT-In.	Need more clarity on guideline	Please share guideline or link	Point may be considered deleted
44	Page 17 / Point 3.1/8	The bidder should design and engineer the system after understanding the existing network for the successful end to end implementation of the Town and Country Planning Department Connectivity.	Request to share existing network detail /Architecture		Since the new Network is to be created, the existing network details is irrelevant.
45	Page 18 / Point 9	The successful bidder will provide all necessary support for the smooth transfer of the network after the expiry of contract.	What happens in the transit ?? Do we install CPE with both the providers landing on the same CPE ??	Need more clarity	Service Provider to share necessary network details, reports etc. for smooth transfer of data.
46	Page 18 / Point 10	The successful bidder shall supply, install and Commission the Equipment to meet or exceed the bandwidth requirement as mentioned in Performa - 3.	Bandwidth cannot exceed ordered /provisioned bandwidth	Request amendment	Please refer Pt No 21 at page no 19. Upgradation of Bandwidth, In case of upgradation of bandwidth, the equipment supplied shall be able to provide the upgraded bandwidth. In case, the equipment supplied does not support the upgraded bandwidth, same shall be replaced by the Service provider at its own cost.
47	Page 18 / Point 11	Department will provide site for installation along with Power. However, for power backup UPS with minimum 2 hours	UPS cannot be included with connectivity as it involve complete eco system for	Request amendment	The bidder is to ensure 2 hours power backup of the equipment supplied.

		backup are to be supplied by the selected bidder.	maintenance . Power and Backup should be department responsibility		
48	Page 18 / Point 13	Successful Bidder will coordinate with all existing agencies/Service providers for smooth transition of the system.	This cannot be a sole responsibility of the Bidder.	Request amendment	Not acceptable. Rejected.
49	Page 18 / Point 15	Proactive Monitoring of the entire Network.	Request clarification	Request clarification	Service Provider to ensure monitoring of the entire network at its own end and take prompt action in case of any issue detected.
50	Page 18 / Point 16	<p>16. Monitoring tool/portal: -Bidder will provide a Web-based Online Customer Management Network (CNM) Portal for providing detailed information of the links (location-wise) on under mentioned parameters:</p> <ul style="list-style-type: none"> • Site Status-Near Real-time • Bandwidth Utilization -• Daily, Weekly, Monthly, Yearly • Service Uptime• Daily, Monthly • Latency Statistics-Monthly • Jitter Statistics – Monthly • Packet Error Statistics– Near Real time <p>Including above, the portal must have functionality of raising online ticket for complaints related to MPLS services provided at all locations</p>	Request Change as in Proactive Monitoring of CPE Ticket logging is from provider side and Customer side ticket can be raised through mail or call	Request ammendment in clause for Online ticket logging	Not acceptable. Rejected.

51	Page 19 / Point 19	<p>19. Shifting of premises- In the event of shifting of premises, order to this effect</p> <p>will be placed with the selected bidder. Bidder will carry out site-survey at the new location for feasibility of location for type of media and intimate the department within two weeks. On receipt of confirmation from the department, the Bidder to install and commission the link at the new location prior to shifting of office from old location. The connectivity at the old location has to be dismantled and removed on the last day of shifting. The cost towards installation as per the contracted rate for the respective category will be applicable.</p>		Request ammendmen t as shifting is Subject to technical & Commercial feasibility	NO CHANGE. However the timeline stands increased to 5 weeks. Please refer Sr. No. 20.
52	Page 19 / point 20	<p>Shifting of equipment within premises/office- For shifting of equipment/lines (MPLS/ISDN) within the premises, vendor shall depute the concerned engineer/official within 24 hrs from the time of reporting of such requirement by the department. This is to enable smooth transition of network equipment and to ensure proper functioning of network connectivity at the new place of installation, in coordination with department's engineer/officials. Such shifting of equipment within premises/office shall be done at no cost to</p>		Request ammendmen t as shifting is Subject to technical & Commercial feasibility & arrangment of engineer depend on type of request as well as on availability .	NO CHANGE. However the timelines stands increased to 2 Days. Please refer Sr. No. 21.

		the department, whatsoever.			
53	Page 19 / point 21	<p>Up-gradation of Bandwidth- In the event of operational requirement, bandwidth of any location will be upgraded / degraded from the initial contracted value to higher/lower value permanently, at the contracted rate. On Account of any unforeseen circumstances leading to substantial changes in the requirements from that specified in this RFP document at any point of time after one year period from the date of award, the department shall negotiate the rates of fresh requirements with the selected bidder. In case the rates quoted by the selected bidder are not found to be reasonable, the department reserves its right to terminate the contract and invite fresh bids against revised requirements.</p>		Request ammendmen t as upgrade is Subject to technical & Commercial feasibility or TCP team can agree on upgrade bandwidth during bid process for overall contract period	Not acceptable. Rejected.
54	Page 19 / point 21	<p>Bandwidth on Demand- The Bidder to provide bandwidth on demand: At all locations/offices, for Video Conferencing or for some special occasions for a specific period [say a week or part thereof]. However, order will be placed in advance</p>	<p>Is this bandwidth over and above the mentioned bandwidth , As bandwidth upgrade may require installation and physical upgradation of equipment</p>	<p>Request ammendmen t as Bandwidht on Demand cannot be offered , Customer can decide QOS for</p>	<p>Pg.19, Clause No. 22 stands deleted</p>

		(Min 4 days).		Video conferencing if required .	
55	Page 20 / point 25	Commissioning of the Sites: The vendor is required to implement and commission the location within 8 weeks from the date of order.	Request to increase delivery time line as few Site may be feasible on RF	Request to increase time line to 10-12 weeks	Refer clarification at Sr. No. 9
56	Page 20 / 3.2/point 7	Daily Network status report twice a day (10A.M and 4 P.M) to be sent to Town and Country Planning Haryana Head office through e-mail. e-mail ids will be shared while signing the agreement	Request deletion as Online portal was requested for Bandwidth and site monitoring .	Request deletion of clause	AGREED
57	Page 21/point 12	The Successful Bidder shall provide software updates for a period of three years from date of acceptance for all software components.	Need clarification	Need clarification as it doesn't involve any software licence	CLAUSE STANDS DELETED
58	Page 21/ point 14	No IT equipment model should have been introduced in the market not later than 2 years back as on date of the bid.		Request amendment as it is totally dependent on OEM and OEM provide support till Product Life . Department can ask Product end of support date decided by OEM	AGREED
59	Page 21 / point 3.3	The Successful Bidder will first carryout accepting testing at his own level and submit the report to Department. Department has the right to carry out the necessary acceptance testing on its own or through its consultants.	Please share Acceptance Test Criteria	Please share Acceptance Test Criteria	As per revised SLA

60	Page 31 / point 6.3(ii)	The successful bidder will sign a Service Level Agreement with Town and Country Planning Department, Haryana to ensure minimum 99.5% uptime for locations of the entire Network and uptime for individual sites as per SLA. SLA Matrix is at "Section 5".	Overall uptime can be 99.5 % but sitewise SLA has to be as per Last mile	Request Amendment	Please refer revised SLA
61	Page 6/ point 10	Performance Bank Guarantee 15% of the order value with a validity of six months more than the expiry of contract date. The Performance guarantee is to be submitted within 15 days of award of contract		Request to revise this to 10	AGREED
62	Page 6/ point 6	The Financial Proposal should be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable national/local laws.	Inclusion of taxes in quoted price is not agreeable condition.	Request Amendment	The bid price shall be quoted Excluding Taxes. Taxes as applicable shall be charged extra.
63	Page 26/ Clasue 5 /point 1	Commissioning of complete Network at all locations.	LD is not accepted	Request deletion of clause	Please refer revised SLA
64	Page 26/ Clasue 5 /point 3	Site remains down continuously for 8 Hours 1 minute to 24 Hours	Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA
65	Page 26/ Clasue 5 /point 4	Site remains down continuously for 1 day	Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA
66	Page 26/ Clasue 5 /point 5	Site remains down continuously for 2 days or more days	Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA
67	Page 27/ Clasue 5 /point 6	Site remains down continuously for 3 days or more	Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA
68	Page 27/ Clasue 5 /point 7	Non Submission of Network report	Report can be fetched from Online portal	Request deletion of clause	Please refer revised SLA

69	Page 27/ Clasue 5 /point 8	Total Network availability at each Circle Office and Headquarter Site (Total hours in the quarter at particular site – Down time in hours at particular site) / Total hours in the quarter for a particular site	Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA
70	Page 28/ Clasue 5 /point 9	Shifting of links/up gradation of bandwidth	Shifting and upgrade is dependent on Commercial,technical feasibility	Request deletion of clause	The page No. Mentioned in your query is not correct. However regarding Shifting of Premises one time installation charges have been fixed. Please refer clarification at Sr. No. 35. Upgradation of Bandwidth: NO CHANGE IN THE CLAUSE
71	Page 28/ Clasue 5 /point 10	Average Jitter during Quarter (milliseconds)	Jitter is dependent on various technical aspects and cannot be judged on quaterly basis ,Also penlty cannot be levied untill unless it is not services impacting . Aside to this Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Agreed
72	Page 29/ Clasue 5 /point 10	Latency (CircleOffices, HQ, and State Data Center)	Latency is dependent on various technical aspects and cannot be judged on quaterly basis ,Also penlty cannot be levied untill unless it is not services impacting .Aside to this Only Service credit can be given , Financial Credit is not agreeable	Request Amendment	Please refer revised SLA

73	Page 29/ Clasue 5 /point 10	Latency (All other offices)	Latency is dependent on various technical aspects and cannot be judged on quarterly basis ,Also penalty cannot be levied untill unless it is not services impacting . Aside to this Only Service cradit can be given , Financial Cradit is not agreeable	Request Amendment	Please refer revised SLA
74	6.11/ 35	Arbitration- In the event of any dispute or difference arising between the Successful Bidder and Department out of or in connection with the Contract or RFP or any of the terms and conditions contained therein or as to the interpretation or any other matter, both the parties shall resolve such dispute or difference first by mutual discussions. If any dispute or difference still persists, it shall be referred to the court of Financial commissioner and Principle Secretary- Town and Town and Country Planning, Haryana and such a decision shall be binding on both the parties Country Planning, Haryana and such a decision shall be binding on both parties.		Request Amendment on this	Not acceptable. Rejected.
75	6.13/35	Limitations of Liability- Bidders' cumulative liability for its obligations under contract shall not exceed the total contract value		Request Amendment on this	Not acceptable. Rejected.
ADDITIONAL QUERIES RAISED DURING PRE-BID					

76	Pg. 6, Pt. 9.	Earnest Money Deposit		Power Grid Corporation of India: Exemption from submission of EMD being a Government Organization	Not acceptable. Rejected.
77	Pg. 12	Eligibility Criteria: The bidder should not have been blacklisted or charged of involvement in any malpractice, fraud, scandal or any criminal case by any Central or State Government Department of Agency		It was observed during the pre-bid conference that the agencies involved have been granted licence to run these operations by Government of India and seeking such undertaking is derogatory in nature	The clause may be considered deleted.

REVISED SERVICE LEVEL REQUIREMENTS

SLA is designed to monitor the delivery schedule for the items sought by the Department. If the Successful Bidder delivers as per the base line matrix payment is to be made to the Successful Bidder as per details below: -

A: SERVICE LEVEL AGREEMENT FOR CONNECTIVITY (MPLS and Internet)

S. No.	Job Description	Baseline	Payment	Lower Performance	Payment	Breach	Payment
1.	Commissioning of complete Network at all locations.	T + 8 Weeks	First Installment, at the end of quarter	Delay by 2 Weeks	Deduct 10% of Quarterly payment (QP)	Greater than 2 Weeks	Deduct 15% of QP
2.	Site remains down continuously for 8 Hours	TCL <= 8 Hours	No Deduction				
3.	Site remains down continuously for 8 Hours 1 minute to 24 Hours	TCL > 8 Hours	2 % Deduction of Payment for the Quarter will be made for that particular site				
4.	Site remains down continuously for 1 day	DCL+ 1 Day	5 % Deduction of Payment for the Quarter will be made for that particular site				
5.	Site remains down continuously for 2 days or more	DCL+2 days	10 % Deduction of Payment for the Quarter will be made for that particular site				

S. No.	Job Description	Baseline	Payment	Lower Performance	Payment	Breach	Payment
6.	Site remains down continuously for 3 days or more	DCL+3 days	35 % Deduction of Payment for the Quarter will be made for that particular site	Delay by another 1 days	Deduct 75% of QP	Delay by another 1 day	No Payment
7	Total Network availability at Site (Total hours in the quarter at particular site – Down time in hours at particular site) / Total hours in the quarter for a particular site (8 hours per day X 7 days a week)	>=99 % *	Full Payment				
		>=97% & <=99 % *			Deduct 2% of Quarterly Payment		
		>=97% & <=95%			Deduct 5% of Quarterly Payment		
		>=95% & <=93%			Deduct 10% of QP of Quarterly Payment		
		<=93%			No Payment		

* For RF 98.5 %

S. No.	Job Description	Baseline	Payment	Lower Performance	Payment	Breach	Payment
9.	Shifting of links/up gradation of bandwidth	<= 5 weeks from the date of order	Full payment	>5 weeks	In the event of non-commissioning of the link within 5 weeks from the date of order, penalty at the rate of 10% of the order value will be charged for every week delay, subject to a maximum of 30% of the order value beyond which link will be shifted/upgraded at no cost to Department		

S. No.	Job Description	Baseline	Payment	Lower Performance	Payment	Breach	Payment
11.	Latency (Circle Offices, HQ, and State Data Center)	<90 ms	Full payment	>= 90 ms for >=2 and <5 hours	0.1% of quarterly payment of the particular link		
				>= 5 hours	0.5% of quarterly payment of the particular link		
12.	Latency (All other offices)	<130 ms	Full payment	>=130ms >=2 and <5 hours	0.1% of quarterly payment of the particular link		
				>= 5 hours	0.5% of quarterly payment of the particular link		

T = Date of placement of Letter of Intent.

QP = Quarterly payment payable to service provider for particular site

TCL = Time of Call Logging

DCL = Date of Call Logging.

(Call will be considered logged if the user finds a link down in network report to be submitted by the Service Provider twice a day OR during random checking of a link or from any reason where the user is not able to access or update the site from that location. Logging time will be 10:00 AM or 4:00PM as per reports)

DCC= Date of call closed. (Call will be considered close, if the user is able to access and update the information from the respective site and the Network / bandwidth Speed for that particular site is available as per table 4.1)

The Successful bidder shall provide full committed bandwidth at all locations to department.

Working Hours: 9 AM to 5 PM - Monday to Friday

In situations according to the urgency of work, the office shall remain open beyond the working hours mentioned above including holidays. In such cases, in the event of site reported down, the Service Provider shall depute its Engineer immediately for resolution of the issue and the Department shall provide necessary access to the installed system to service engineers of the Service Provider. The downtime will be considered from the time call logged till the time site is restored. The report has to be verified by the Department's Nodal Officer for the site.