



Central Computer Centre
NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL
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Tender Pre-bid clarification meeting held on 02-07-2024 and Corrigendum-01

Tender Notification No: NITK/CCC/NEW-LEASED-LINE/2024-25/DOC4

Date:26/06/2024

Name of the Service: Additional Internet Bandwidth of 5 Gbps from Alternate ISP.

The pre-bid meeting was held on 02-07-2024 at 3.00 pm in Professor-in-Charge's Chamber, Central Computer Centre, NITK, Surathkal and also interaction through the offline and online platform by various Internet Service Providers (ISPs).

The following queries were raised by the participant prospective bidders/ISP companies regarding the tender clauses and the responses are as tabled below:

| SI No | QUERY | RESPONSE |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Clarification was raised for the EMD (Refer Page No. 1 in RFP) Request for exemption of EMD Amount | No Change |
| 2 | Clarification was raised for Section 3: item No. 7, Page No. 14, Delivery Schedule. Requested for 6-8 of weeks of timeline to complete the delivery, after the release of Purchase Order. | Section 3: item No. 7, Page No. 14 - Delivery Schedule, shall be read as follows: Delivery Schedule: 6 Weeks |
| 3 | Clarification was raised for Annexure – L “Network upgradation/Enhanced Bandwidth”, Page No. 36, Billing and Financial Terms (item no. 04). <i>A maximum duration of 10 days will be granted to the ISP for providing enhanced bandwidth from the date of the formal request. The enhanced bandwidth cost with applicable taxes shall be submitted by the ISP in the subsequent bills.10 Working days from the issue of valid PO may be provided.</i> Requested for modifying “10 days” to “10 Working days”. | Annexure – L, Upgradation/Enhanced Bandwidth”, Page No. 36, Billing and Financial Terms (item no. 04). Amended as follows: A maximum duration of 10 working days will be granted to the ISP for providing enhanced bandwidth from the date of the formal request. The enhanced bandwidth cost with applicable taxes shall be submitted by the ISP in the subsequent bills. |

| <p>4</p> | <p>Clarification was raised for Annexure – L “Network availability and Support (item no. 01 and 02)”, Page No. 37,</p> <ul style="list-style-type: none"> <i>The ISP must provide 99.99% network availability at all times and proactively monitor downtime and report to NITK Promptly.</i> <i>Link Failure / Redundant Path Failure/Packet Loss (≥ 1 %) will be calculated for downtime penalty. Downtime penalty in % of quarterly payment:</i> <table border="1" data-bbox="236 521 842 1003"> <thead> <tr> <th>S.No.</th> <th>Uptime (in %)</th> <th>Penalty (in %) on Quarterly basis</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>$\geq 99.9\%$</td> <td>0</td> </tr> <tr> <td>2</td> <td>> 98.9 to < 99.9</td> <td>5</td> </tr> <tr> <td>3</td> <td>> 97.9 to < 98.9</td> <td>10</td> </tr> <tr> <td>4</td> <td>> 96.9 to < 97.9</td> <td>20</td> </tr> <tr> <td>5</td> <td>> 95.9 to < 96.9</td> <td>50</td> </tr> <tr> <td>6</td> <td>< 95.9</td> <td>75</td> </tr> </tbody> </table> <p>Request for relaxing the network availability to 99.5% and eventually modifying the above table indicating the Downtime penalty</p> | S.No. | Uptime (in %) | Penalty (in %) on Quarterly basis | 1 | $\geq 99.9\%$ | 0 | 2 | > 98.9 to < 99.9 | 5 | 3 | > 97.9 to < 98.9 | 10 | 4 | > 96.9 to < 97.9 | 20 | 5 | > 95.9 to < 96.9 | 50 | 6 | < 95.9 | 75 | <p>Annexure – L, Network availability and Support (item no. 01 and 02)”, Page No. 37</p> <p>Amended as follows:</p> <ul style="list-style-type: none"> The ISP must provide 99.5% network availability at all times and proactively monitor downtime and report to NITK Promptly. Link Failure / Redundant Path Failure / Packet Loss (≥ 1 %) will be calculated for downtime penalty. Downtime penalty in % of quarterly payment: <table border="1" data-bbox="890 517 1501 996"> <thead> <tr> <th>S.No.</th> <th>Uptime (in %)</th> <th>Penalty (in %) on Quarterly basis</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>$\geq 99.5\%$</td> <td>0</td> </tr> <tr> <td>2</td> <td>> 99.0 to < 99.5</td> <td>5</td> </tr> <tr> <td>3</td> <td>> 98.5 to < 99.0</td> <td>10</td> </tr> <tr> <td>4</td> <td>> 98.0 to < 98.5</td> <td>20</td> </tr> <tr> <td>5</td> <td>> 97.0 to < 98.0</td> <td>50</td> </tr> <tr> <td>6</td> <td>< 97.0</td> <td>75</td> </tr> </tbody> </table> | S.No. | Uptime (in %) | Penalty (in %) on Quarterly basis | 1 | $\geq 99.5\%$ | 0 | 2 | > 99.0 to < 99.5 | 5 | 3 | > 98.5 to < 99.0 | 10 | 4 | > 98.0 to < 98.5 | 20 | 5 | > 97.0 to < 98.0 | 50 | 6 | < 97.0 | 75 |
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| S.No. | Uptime (in %) | Penalty (in %) on Quarterly basis | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | $\geq 99.9\%$ | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | > 98.9 to < 99.9 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | > 97.9 to < 98.9 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | > 96.9 to < 97.9 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | > 95.9 to < 96.9 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | < 95.9 | 75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| S.No. | Uptime (in %) | Penalty (in %) on Quarterly basis | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | $\geq 99.5\%$ | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | > 99.0 to < 99.5 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | > 98.5 to < 99.0 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | > 98.0 to < 98.5 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | > 97.0 to < 98.0 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | < 97.0 | 75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>5</p> | <p>Clarification was raised for Annexure - L “Technical Requirement (item no. 04)”, Page No. 35,</p> <p><i>The ISP must provide /27 (32 addresses) or /28 (16 addresses) public IPv4 addresses</i></p> <p>Requested for specifying the exact number of IPv4 addresses required (ie 16 or 32 nos)</p> | <p>Annexure - L “ Technical Requirement (item no. 04)”, Page No. 35,</p> <p>Amended as follows:</p> <p>The ISP must provide /28 (16 addresses) public IPv4 addresses</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>6</p> | <p>Clarification was raised for Annexure - L “Eligibility and Experience (item no. 03)”, Page No. 35</p> <p><i>The ISP must be providing Internet Bandwidth Services to any departments in PSUs / Corporate Organizations / Autonomous Bodies / Research & Educational Institutions in Mangalore & other areas in the last 3 years.</i></p> <p>Requested to allow the bidder to qualify on the basis of Internet Bandwidth Services provided to any departments in PSUs / Corporate Organizations / Autonomous Bodies / Research & Educational Institutions in Karnataka and IITs / IIMs In India in the last 3 years.</p> | <p>Annexure - L “ Eligibility and Experience (item no. 03)”, Page No. 35</p> <p>Amended as follows:</p> <p>The ISP must be providing Internet Bandwidth Services to any departments in PSUs / Corporate Organizations / Enterprises / Autonomous Bodies / Research & Educational Institutions in Mangalore/Udupi in the last 3 years.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 7 | <p>Clarification was raised for Section 3: Schedule of Requirements, Specifications and Allied details, Page No. 14 Warranty Period: 1 Year The request is for reviewing the warranty period. As for as Internet lease line services, warranty period is not relevant since the equipment deployed for providing the services will not be outright sale and services are uptime and Performance Based. It is bidders responsibility to upkeep the system as per uptime agreed and as such the contract period will be 1 year from the date of PO.</p> | <p>Section 3: Schedule of Requirements, Specifications and Allied details, Page No. 14 Warranty Period shall be read as follows: Warranty Period: Not Applicable</p> |
| 8 | <p>Clarification was raised for Annexure - L “Infrastructure and Equipment (item no. 01)”, Page No. 36 <i>The hardware & software required for the establishment of a fully functional leased line(s) must be provided by the ISP. These hardware and software should be capable of handling higher bandwidth in case bandwidth upgradation is required in the future. Any capital expenditure, including labour, at the Customer Premises required for establishing/migrating the Internet leased line connection must be covered by the ISP and should be included in the price/financial bid.</i> Requested for specifying maximum bandwidth upgradation.</p> | <p>Annexure - L “Infrastructure and Equipment (item no. 01)”, Page No. 36 Amended as follows: The hardware & software required for the establishment of a fully functional leased line(s) must be provided by the ISP. These hardware and software should be capable of handling higher bandwidth (upto 10 Gbps) in case bandwidth upgradation is required in the future. Any capital expenditure, including labour, at the Customer Premises required for establishing/migrating the Internet leased line connection must be covered by the ISP and should be included in the price/financial bid.</p> |
| 9 | <p>General Query Raised Need clarity whether Customer will provide following at all sites? 1.CPE router with Ethernet WAN port for link termination. 2.UPS Power approx. 100W 3. Network rack Space approx. 3RU 4. Proper earthing with E-N voltage <2 Volt</p> | <p>Clarification 1.CPE router with Ethernet WAN port for link termination. - Must be provided by the ISP. 2.UPS Power approx. 100W – NITK might provide it subject to the availability. 3. Network rack Space approx. 3RU - NITK might provide it subject to the availability. 4. Proper earthing with E-N voltage <2 Volt will be made available. However, it is the responsibility of the service provider to inspect and ensure the said earthing condition prior to the installation.</p> |
| 10 | <p>Clarification was raised for Section 1B: Instruction to Bidder (ITB), Item a of S.No 22, Page No. 9&10 Terms of Payment</p> | <p>Clarification for the query raised under Section 1B: Instruction to Bidder (ITB), Item a of S.No 22, Page No. 9&10 Terms of Payment</p> |

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| | <p><i>Payment within 30 days from the date of delivery, installation and acceptance certificate of concerned Department / Section / Purchase Section.</i></p> <p>1. Requested to clarify whether service provider will receive 100% payment for the Total Contract value within 30 days from the date of delivery, installation and acceptance certificate of concerned Department/Section/Purchase Section. Or the Billing to be in 3 months cycle as per Page No 36 Billing and Financial Terms:</p> <p>2. Requested NIT Surathkal to release the payment within 30 days even in case of 3 months cycle billing</p> | <p>1. 100% payment will not be made for the total contract value within 30 days from the date of delivery/installation.</p> <p>2. Billing will be in 3 months cycle (quarterly) basis as per Page No. 36 – “Billing and Financial Term” and the service provider shall submit his bill in duplicate on the 1st day of every 4th month pertaining to the cycle (3 months period) to the Institute along with the copy of all related documents. The bill shall be cleared subsequently. However, for any delay in clearing the bill, no interest shall be paid. In case, the 1st day of any month happens to be a non-working day, then the next working day will be day in lieu of the non-working day.</p> |
| 11 | <p>Clarification was raised for Section 1B: Instruction to Bidder (ITB), S.No 14 m Page N0. 9 Warranty/Guarantee & Onsite Skill Support</p> <p><i>On-site comprehensive warranty will be effective from the date of successful installation and commissioning. The OEMs/Authorized Distributors and Dealers must attach a certificate of sales and service facilities, escalation support for on-call service or station engineer, etc.</i></p> <p>Requesting to check and confirm whether the subject clause is relevant to subject RFP, as the scope is to provide 5 Gbps additional Internet bandwidth, and Bidders are being Tier 1 ISPs, no OEMs are directly involved in providing the service.</p> | <p>Section 1B: Instruction to Bidder (ITB), S.No 14 m Page N0. 9 Warranty/Guarantee & Onsite Skill Support</p> <p>Amended as follows:</p> <p>On-site comprehensive services and support will be effective from the date of successful installation and commissioning. The Internet Service Providers must attach a certificate of sales and service facilities, escalation support for on-call service or station engineer, etc.</p> |
| 12 | <p>Clarification was raised for Section 1B: Instruction to Bidder (ITB), Item a of S. No32, Page No. 11 Price Variation</p> <p><i>The rate quoted by the bidder shall be firm throughout the contract period. No price variation clause applies to this contract.</i></p> <p>Any changes due to change in legislation/regulations/variation in statutory Taxes shall be passed on to the service provider. Requested to confirm</p> | <p>No Change</p> |

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| <p>13</p> | <p>Section 1B: Instruction to Bidder(ITB), S.No 20, Page No. 9 : Delivery Period: The Delivery Period/Time shall be deemed to be the essence of the Contract and delivery must be completed not later than such date(s). If the Supplier does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Institute shall have the right to cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or extended delivery date or period stipulated in the Contract. Such cancellation of the contract on account of non -performance by the Supplier would entitle the Buyer to forfeit the EMD/Performance Security besides other actions such as debarment from the Institute as per GFR 2017.</p> <p>1. As per Page No 14. Section 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS it is stated that the Delivery Schedule expected after the release of a Purchase order (in Weeks) is 10 days. Requested to Confirm the delivery timeline.</p> <p>2. Since the Last mile to be on OFC please allow 8-10 weeks from the date of Purchase order for delivering the link</p> | <p>Please refer s.no.2 of this corrigendum for Delivery schedule</p> |
| <p>14</p> | <p>Section 5 Contract Form – Page No. 16</p> <p>1. (Name of the Supplier’s Firm) hereby abide to deliver by the delivery schedule mentioned in section 3 tender document for supply of the items if the purchase order is awarded.</p> <p>2. The item will be supplied conforming to the specifications stated in the tender document without any defects and deviations.</p> <p>3. Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NITK, Surathkal during this period.</p> <p>Since Internet services do not require any direct supply of Items, therefore requested to review the subject Contract form and modify suitably if this is relevant for Internet services Scope</p> | <p>Section 5 Contract Form – Page No. 16 Amended as:</p> <p>1. (Name of the Internet Service Provider’s Firm) hereby abide to deliver by the delivery schedule mentioned in section 3 tender document for providing the Internet bandwidth if the purchase order is awarded.</p> <p>2. The bandwidth will be provided conforming to the specifications stated in the tender document without any defects and deviations.</p> <p>3. The service and the contract period will be initially for one year extensible further, subject to annual satisfactory performance of the ISP which will be reviewed annually.</p> |

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| 15 | <p>Annexure – C Page No. 19, FORMAT OF DECLARATION</p> <p>Any suspension of contract within last 5 years due to non-payment by the customer or due to any reasons attributable to the customer or in accordance with the directions of the government. Are to be excluded for giving the declaration as per annexure C Request to confirm.</p> | No Change |
| 16 | <p>Clarification was raised for Annexure - L Confidentiality and Legal: (item no. 04)", Page No. 37</p> <p><i>The ISP should assist/permit NITK in conducting audits, as and when required.</i></p> <p>Requested to clarify the scope and frequency of audit. Also, the audit should be restricted to the Scope of service under this contract, Since the bidder is privy to the confidential information of its subscribers, no cost break up and books of records not to form part of audit</p> | No Change |
| 17 | <p>Clarification was raised for Annexure - L Page No. 37</p> <p>Documents to be executed by Customer</p> <p>1. 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.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement</p> | <p>Clarification for Annexure – L, Page No. 37</p> <p>Might be a part of the SLA document which is to be signed after the award of Purchase order.</p> |
| 18 | <p>General Query Raised</p> <p>Limitation of Liability</p> <p>Requesting customer to cap over liability of bidder to annual charges received by Bidder under this RFP.</p> <p>Also requesting the customer to add a provision excluding indirect damages stating that "Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities. "</p> | <p>Clarification</p> <p>Might be a part of the SLA document which is to be signed after the award of Purchase order.</p> |

Sd/-
Buyer

Sd/-
Professor-in-Charge, CCC