

Queries Clarification

Sr. No	Bidder Name	RFP Page no	Section no/ Clause no	Description of Clause	Clarification Sought	Customer response
1	JIO	8	3.1 Scope of Work (SOR A)	for RailTel's CUSTOMER applications hosted at RailTel IDC facility (Data centre Gurugram).	Pls elaborate on the details of "Customer's applications"hosted in data center	tender document is clear
2	JIO	8	3.1 Scope of Work (SOR A)	CUSTOMER system has been allocated Independent Public IP addresses and Autonomous number(AS) from IRIINN. ISP shall provide complete technical support for Implementation of BGP and other routing related aspects to CUSTOMER.	Jio can advertise customer provided public LAN IP pool procured from IRIINN. However it can only be /24 or less (example /23, /22, /21 etc.). Please confirm if this is okay. Also, for BGP please list what specif attributes are required to be configured.	Okay
3	JIO	8	3.1 Scope of Work (SOR A)	The bandwidth shall be terminated on Internet Gateway Routers at RailTel Data Centre in Gurugram.	It is understood that CPE router will be provided and managed by Railtel. Please confirm. Also, confirm that this router has GRE tunnel capabilities to be configured by Railtel for DDoS clean pipe mitigation solution.	Yes
4	JIO	9	3.2.9 Scope of Work (SOR A)	ISP shall implement a comprehensive DDoS mitigation service on Internet bandwidth provisioned for CUSTOMER system at CUSTOMER data center to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks.	For DDoS, mitigation will be volumetric DDoS mitigation only on cloud based platform. No dedicated equipment for DDoS will be installed at customer premise. Please confirm if this is okay.	Okay
5	JIO	9	3.2.11	The DDoS mitigation capacity provided by the ISP shall be atleast 10 times of Capacity	The Internet bandwidth asked for is 100 Mbps burstable to double the capacity i.e 200 Mbps. Do you required 200Mbpsx10=2 Gbps of DDOS mitigation capacity?	Okay
6	JIO	10	3.3 Scope of Work (SOR A)	This confirmed packet loss is the measurement of packet loss from CUSTOMER gateway router in RailTel IDC to the router of Internet backbone Tier 1 ISP in USA/Europe/Asia-Pac and for measurement of packet loss to locations inside India – from CUSTOMER gateway router in RailTel IDC to the router of ISP's backbone router in India.	The packet loss can be measured between two company POPs (Bidder ISP) in India only since exact router IP details of another Tier 1 ISP in USA / Europe / Asia- Pac are confidential to them and not available with Pings / Traceroute disabled for security reasons. Please confirm if this is okay.	Okay
7	JIO	11	3.5 Scope of Work (SOR C)	Selected Bidder shall supply, installation, commissioning and maintain dedicated Point topoint leased Line link with as per following details:	1. Jio will provide L2 VPN ports at mentioned sites to make P2P links. Is the offered technology okay? 2. The CPE routers at all sites will be provided by RailTel. Is the understanding correct? 3. Please confirm if wireless last mile connectivity can be provided for P2P links ?	1. okay 2. Yes 3. yes (but preferable OFC)
8	JIO	11	3.5 Scope of Work (SOR C) , 3.6 Scope of Work (SOR D)	Selected Bidder shall supply, installation, commissioning and maintain dedicated Point topoint leased Line link with as per following details:	The P2P links will have MTU of 1500. Also, please confirm if VLAN transparency is must for the links or one VLAN can be tagged for Railtel on L2VPN technology.	tender document is clear
9	JIO	11	3.7.1 Hardware and other Deliverables	The bidder shall provide all the hardware such as modems, converters and any other such hardware required to terminate the leased line at RailTel POP.	Bidder will provide Ethernet handoff from L2 Demarch Switch at all sites. CPE router supply and management at all sites will be in scope of RailTel. Is the understanding correct?	yes
10	JIO	14	3.7.7 Backup for Last mile:	The backup for last mile shall be through OFC/RF ring network.	Jio will provide OFC on fiber in ring for redundancy with single handoff on Ethernet. Jio will not provide any separate backup link. Wherever RF last mile is proposed , the same will be delivered in P2P fashion till Jio POP and thereafter the POP will be having redundant paths. Pls revert whether it is okay.	okay
11	JIO	16	4.8 Delivery Period	Link(s) are required to be delivered by the supplier at the POP location within 4-6 weeks from the date of issue of Purchase order	Pls ammend the delivery timeline to within 8 weeks from PO issue and providing all documents for onboarding Customer on bidder platform.	tender document is clear
12	JIO		8 CHAPTER-3 SCOPE OF WORK	CHAPTER-3 SCOPE OF WORK	Can the bidder offer DDoS through its affiliate company which is under the same management and control?	No
13	JIO		9 CHAPTER-3 SCOPE OF WORK	3.7.4 Services Availability and Penalty	Requesting Customer to please add exclusions to Service Levels as follows: 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: 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 through the process defined by Bidder of a Service Disruption ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment 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 v. Customer not providing stable power and other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades	tender document is clear

14	JIO	14	CHAPTER-3 SCOPE OF WORK	3.7.6.6 RailTel officials will have the right to inspect the bidder's premises at local as well as remote ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice	Kindly clarify the scope of such inspection. Services are not provided from Bidder premises and hence we request to clarify the clause to include that inspection shall be limited to premises of Customer where services are being rendered.	tender document is clear
15	JIO	18	CHAPTER -4 A. COMMERCIAL TERMS & CONDITIONS	4.18 Termination Clause	we request customer not to terminate the contract for convenience owing to Bidder capex investment . Also non performance under this clause shall be qualified as - In case the Quality of Service (QoS) and availability is persistently more (3 consecutive SLA measurement period) below the agreed upon levels, the contract can be terminated by RailTel by giving 7 days notice in writing and encashing/forfeiting the PBC subject to rendering 30 days cure period to remedy the breach Also as bidder requires below forthwith termination rights 1. Regulatory breach by Customer or non permissible use of services 2. Non payment of dues within agreed period 3. Any instructions /directions received from Regulatory Authorities.	tender document is clear
16	JIO	18	CHAPTER -4 A. COMMERCIAL TERMS & CONDITIONS	4.20 Settlement of Disputes and Arbitration	Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996 Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator.. in the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd ("Perkins") [1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 ("Act"), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.	tender document is clear
17	JIO	20	CHAPTER -4 A. COMMERCIAL TERMS & CONDITIONS	4.29 Fall Clause	The price quoted for such services depends on various parameters viz, (i) specification, bandwidth , (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (vi) terms and conditions of contract (vii) service levels agreed (viii) last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the provision of services and as such our compliance of this clause will be subject to the parameters specified herein above.	pls see corrigendum
18	JIO	21	CHAPTER -4 A. COMMERCIAL TERMS & CONDITIONS	4.32 Limitation of Liability	Considering the scope of services requesting customer to please clarify how IPR breach applicable to Services per se.? Can we please qualify it as below: b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to breach of any intellectual property rights infringement in any of the equipment's billed to Purchaser by Bidder under this Tender	pls see corrigendum
19	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.	RailTel shall execute required documents in compliance with applicable laws