

PGM(SP&ILD), SP&ILD Cell,
BSNL CO
Room No.: 229,
Eastern Court, Jan path,
New Delhi - 110001
Tel: 011-23766768



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No.: BSNLCO-ILD/11(11)/1/2020-ILD

dated 15-07-2022

To

All Prospective Bidders

Subject: - Clarification/addendum in respect of Open EOI 2022 No. BSNLCO-ILD/11(11)/1/2020-ILD dated 24-05-2022 for

(A) Provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end, with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS.

(B) Global Managed Network Services for establishment of MPLS NNI with BSNL.

With reference to the above cited subject, it is intimated that Clarification/Addendum against the subject EOI have been issued.

These **Clarification/Addendum** are available on Business opportunity Section of BSNL website namely www.bsnl.co.in. The same shall form an integral part of the Open EOI 2022 document.

All other terms and conditions of the Open EOI 2022 will remain unchanged. Please acknowledge the receipt.

Encl: Annexure-A & B as Clarification/Addendum.

M. Bhattacharya
(M. Bhattacharya)
DGM (SP&ILD)

Annexure-A

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
1	II	14.3	14.3 The Empanelment guarantee shall be valid initially for at least three and half years from the date of intimation to the bidder that they are eligible for empanelment for this EOI which to be extended for further two years as per validity requirement. The Empanelment Guarantee shall be renewed if period of empanelment is extended and/or till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to provisioning, commissioning and maintenance of International Bandwidth, International Internet Bandwidth, IP Port in India and International IP transit Port for the full period of contract. Empanelment Guarantee will be returned back to the bidders in case the bidder will not be shortlisted.	17	We need an option to exit from empanelment and accordingly empanelment guarantee need to be returned back in original. Currently there is no option for the Bidder to exit from the empanelment.	As per EOI 2022
2	II	14.4	14.4 Without prejudice to its rights of any other remedy, BSNL shall en-cash/ forfeit the Empanelment Guarantee in the following conditions:- (i) If the BIDDER fails to secure due and faithful performance of all his/ their obligation under the said EOI including active participation by the BIDDER during the entire period of empanelment; or (ii) If the BIDDER withdraws his bid during the period of empanelment; or (iii) If the BIDDER, having been notified of the acceptance of his quote during the period of Empanelment ; or fails or refuses to execute the contract, if required; or (iv) fails or refuses to furnish the performance bank guarantee as specified in EOI.	17	(i) Request deletion of clause 14.4 (i), since it is not acceptable. The clause is vague and it is not clearly define (i) what is meant by due and faithful performance of all his/ their obligation under the said EOI (ii) why it is a mandate to actively participate in the tenders of BSNL at all times. (ii) Forfeiture of EMD to be limited to: If Bidder fails to enter into the agreement, withdraws bids after selection of bid, or submits false information.	-Do-
3	II	14.5	14.5 The Empanelment Guarantee may be forfeited, if the bidder fails to honour the terms and conditions of the EOI during the empanelment period and the bidder will not be able to participate in the bid process for next one year from date of forfeiture of bank guarantee. The bidder will not approach court against BSNL in this regard.	17	(i) Forfeiture and exclusion from participating in the bid should be limited to Bidder 's failure to enter into the agreement, withdrawal of bids, or submitting false information. Request modification. (ii) we are not willing to waive our legal rights to approach court	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
4	III & Annexure - VII	7.2, &14.2 of Annexure-VII (NNI Agreement)	7.2 In the event BSNL suspends or terminates the contract in whole or in part, due to reason of Supplier, pursuant to para 7.1 above, BSNL may hire on lease, upon such terms and in such manner as it deems appropriate, International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port similar to those undelivered and the Supplier shall be liable to BSNL for any excess cost for such similar International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. However the Supplier shall continue the performance of the contract to the extent not terminated.	19, 70	(i) Request Customer to clarify if bidding process will be followed in this event? (ii) We donot agree with paying any excess cost for such similar services procured by thrid party by BSNL. BSNL is free to take remedial actions as provided under the laws of India for such default of Bidder.	-Do-
5	III	8	Termination For Insolvency BSNL may at any time terminate the Purchase Order/ contract forthwith by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BSNL.	19	Termination because of insolvency bidder is not agreeable because of : (i) When bidder is contineously able to provide service, why BSNL wish to terminate the order/ service/ agreement? (ii) It may violate provisions of the INSOLVENCY AND BANKRUPTCY CODE, 2016 We also need similar provisions in the event BSNL goes into insolvency, since in such situation it may stopped paying bills.	-Do-
6	III	11	11. Set Off Any sum of money due and payable to the Supplier (including any bank guarantees and security deposit refundable to him) under relevant Order may be appropriated by BSNL and set-off the same against any claim of BSNL for payment of a sum of money arising out of any Purchase Order/ contract made by the Supplier with BSNL.	20	Sums of money should not be set-off against any dues from any other agreement with BSNL. We have multiple agreement with BSNL which are governed by their own terms and conditions (including payment terms), superceding terms of those agreements is not correct approach. This clause need to be removed	-Do-
7	III	12	Arbitration, Governing Law And Dispute Resolution	20	Dispute resolution should be through TDSAT and only if disputes are out of the jurisdiction of TDSAT, they should be resolved through arbitration.	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
8	III	12.3.2 (2)	Above Rs. 5 lakhs to Rs. 5 crores Sole Arbitrator to be appointed from a panel of arbitrators of BSNL. BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)	21	Sole Arbitrator should be mutually appointed by both the parties, and not to be restricted to BSNL's empanelled arbitrators. The proceedings should be as per Arbitration and Conciliation Act.	As per EOI 2022 (It is stated that the BSNL Arbitrator Panel is an independent panel including Retd. Judges/ Advocates/ Bureaucrats/ Retd. BSNL/ other govt. officers etc. If there is still no agreement to an Arbitrator, as per provision under section 11 of the Arbitration Act any party to agreement may take recourse to court for appointment of Arbitrator. Invariably, all the agreements of BSNL contains this clause.)
9	IV	15.6	For bandwidth taken on lease basis, payment of the charges will be done on the quarterly basis (calendar basis) in arrears in accordance with clause 15.6.1.	44	Either the billing should be in quaterly advance or payment terms should be 30 days instead of 60 days. The exiting credit period is too long considering billing in arrears.	As per EOI 2022
10	IV	15.6.1	Bills shall be submitted by the Supplier within 10 working days from the end of each quarter. BSNL will pay the bills within 60 working days from the date on which bills have been submitted, after deduction of applicable taxes at source (TDS) as per Indian laws and credits, if any. Any objection by BSNL regarding bill(s) will be raised in writing within 30(days) days of receipt of bills. However, the undisputed amount will be paid within 60 working days from the receipt of bill(s). The Supplier shall bear any other tax/ levies that may become payable by them.	44	Payment terms should be 30 days from the invoice date since BSNL wants billing quarterly in arrears. Following additional provision need to be incorporated in the agreement and EOI: (i) Failure to pay the bills within the due date (60 days) by BSNL will gives right to Bidder to suspend the relevant services for which the default pertains by giving 7 days written notice (ii) BSNL need to pay ineterst @12 p.a. on the over due amount from the due date till actual date of payment	-Do-
11	IV	15.7	For bandwidth taken on IRU basis, 30 % of the Non-recurring charges (one-time charges) will be paid on commissioning of bandwidth and rest of the non-recurring charges shall be paid after 3 months of Ready-for-Use date.	44	What is difference between 'Commissioning of bandwidth' and 'Ready -for-use date'? In our view, this would remains the same date.	Agreed, ready for use date may be taken as date of commissioning.

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
12	IV	15.12	In case of written objection by BSNL, the Supplier and BSNL will make all reasonable efforts to settle the bill dispute promptly. The Supplier and BSNL shall exchange all necessary information and carry out any inspection of their accounts which may appear reasonably necessary, and request performance of all necessary technical tests where applicable to settle said dispute without delay. Upon settlement of a dispute, the Supplier and BSNL shall carry out, if necessary, the corresponding adjustment of their accounts. In case, objection is not sustained, BSNL will pay such bill promptly.	45	What is the meaning of 'promptly' in last sentence? It should be specifically defined as 7 days.	As per EOI 2022
13	V	4.12	4.12 Notwithstanding anything contained in the agreement, the _____ and its affiliate etc. shall be responsible for the due performance of the Agreement inter-alia all the responsibilities.	66	Request deletion of the word "affiliate". Bidder shall alone be responsible for its obligation under the agreement.	Agreed, the word "affiliate" is deleted
14	V	8.1	Within 60 calendar days of each Month (and as soon as possible following any termination of Service or Agreement) BSNL will use its best endeavors to invoice the other Party for the Charges incurred in that Month or the unbilled period prior to any termination of Service or Agreement, as the case may be.	67	Clause is wrongly worded. BSNL is not an invoicing party but the Bidder will be.	As per EOI 2022, this is a two way agreement.
15	V	8.2	BSNL will pay the Charges as indicated in the invoice issued by the other Party within 60 calendar days after the date of the issuance of such invoice ("Due Date"). The Charges shall be paid into the other Party's bank account. If a Party has any bona fide and good faith dispute in relation to the Charges stated in the other Party's invoice, such a Party may withhold payment of the disputed amount provided that it provides written notification to the other Party prior to the Due Date setting out the reasons why it disputes the other Party's invoice and the amount in dispute. The Parties shall in good faith resolve such disputes and in the event any disputes cannot be resolved by the Parties, either Party may refer such dispute to be resolved under Clause 26 of this Agreement.	67	(i) Since the billing is in quaterly arrear, we request for payment terms to 30 days. (ii) Need to be specifically mentioned that undisputed amount will be released in accordance with the payment terms (iii) Following additional provision need to be incorporated in the agreement : (a) Failure to pay the bills within the due date (60 days) by BSNL gives right to Bidder to suspend the relevant services for which the default pertains by giving 7 days written notice to rectify the payment default. (b) BSNL need to pay ineterst @12 p.a. on the over due amount from the due date till actual date of payment	(i) & (iii) as per EOI 2022. (ii) The undisputed amount shall be released in accordance with payment terms.

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
16	V	9.1	Bills shall be submitted by the Supplier within 10 working days from the end of each quarter. BSNL will pay the bills within 60 working days from the date on which bills have been submitted, after deduction of applicable taxes at source (TDS) as per Indian laws and credits, if any. Any objection by BSNL regarding bill(s) will be raised in writing within 30(days) days of receipt of bills. However, the undisputed amount will be paid within 60 working days from the receipt of bill(s). The Supplier shall bear any other tax/ levies that may become payable by them.	68	Since the billing is in quaterly arrear, we request for payment terms to 30 days.	As per EOI 2022
17	V	14.2	In the event BSNL suspends or terminates the contract in whole or in part, due to reason of Supplier, pursuant to para 14.1 above, BSNL may hire on lease, upon such terms and in such manner as it deems appropriate, International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port similar to those undelivered and the Supplier shall be liable to BSNL for any excess cost for such similar International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. However the Supplier shall continue the performance of the contract to the extent not terminated.	70	(i) Request Customer to clarify if bidding process will be followed in this event? (ii) We donot agree with paying any excess cost for such similar services procured by thrid party by BSNL. BSNL is free to take remedial actions as provided under the laws of India for such default of Bidder.	-Do-
18	V	21.2	Notices shall be deemed received in the case of: • hand delivery, on the day of delivery; • prepaid post, within seven (7) Calendar Days of such posting; • registered mail or courier, upon written acknowledgement of receipt; and • Facsimile, upon the day after successful transmission.	72	Notices should be deemed received upon actual delivery. It is an obligation of the party issuing notice to ensure that the notice is served on the other party to avoid disputes at later stage.	-Do-
19	V	24.2	The aggregate liability of either Party to the other Party hereunder contract/EOI, shall be limited to the value of the contract.	73	Which 'contract' it is being referred to here?	-Do-
20	V	26	Arbitration	73 To 76	(i) Dispute resolution should be through TDSAT and only if disputes are out of the jurisdiction of TDSAT, they should be resolved through arbitration. (ii) Sole Arbitrator should be mutually appointed by both the parties, and not to be restricted to BSNL's empanelled arbitrators. The proceedings should be as per Arbitration and Conciliation Act.	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
21	ANNEXURE-VIII	(B)	(B) – NEAR-RELATIONSHIP CERTIFICATE: (Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL) The format of the certificate to be given is "I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the EOI 2022 document is/are employed in BSNL unit as per details given in EOI document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me. "	87	Who is being referred to here? Tenderer is RJIL and we have no control over the relatives of the employees of RJIL, if anyone is employed with BSNL. We donot collect such data of employees relatives employed with BSNL or otherwise. Need clarity before we can submit this kind of certificate.	The certificate is required from the Directors of bidder Company
22	Annexure XIII & XIV	4	4. I / We hereby unconditionally accept the EOI 2022 conditions of above mentioned EOI document (including all documents like annexure(s), schedule(s), etc .).	93, 94	We cannot accept unconditionally till we have reached clarity on the list of items mentioned in this document (excel sheet)	As per EOI 2022
23	Annexure XV- Integrity Pact	Section 2 -(1)(f)	Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.	96	This restricts our legal rights under the Indian law. Need to delete it.	If bidder has any complaint then it has to first approach IEM and restriction of not approaching any Court is only till the disposal of your complaint by IEM
24	Annexure XV- Integrity Pact	Section 8 (1)	Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement	98	what is the criteria and process of appointing competent and credible Independent External Monitor by BSNL?	CVC appoints IEMs in any CPSU to monitor Integrity Pact Program in respect of procurements by that CPSU. Details may be had from CVC website- cvc.gov.in
25	IV	7.4.1	Ready-for-Test date and testing by BSNL, if any : Within 3* weeks from date of P.O. (excluding the day of P.O.)	36	Delivery timelines for IP Port will vary depending on the configuration and connectivity components involved. Need relaxation on the timelines to be shared on cases to case basis. The minimum timelines should be 6 weeks from the date of PO release. REquest to consider	As per EOI 2022
26	IV	12.2	Credits for delayed provisioning	41	The maximum credit for delayed provisioning should be capped to 6 %.	-Do-
27	II	3.21.2	Basic Requirements to be fulfilled by Global MNS partner: (vi) Multicast support for cost effective one-to-many data delivery.	9	The feature is under testing and will be updated in the future RFP response	-Do-

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28	II	3.21.4	NETWORK PERFORMANCE REPORTING: (i) Network Performance Reporting shall gives near real-time access to a wide variety of pre-defined reports via a secure website. Statistics are provided in easy-to-understand graphical or tabular format, and cover both real-time and historical data. The reports include the following key parameters: • Packet throughput/loss per CoS • Latency and jitter per CoS • Bandwidth utilisation • Measures of service availability • MTTR (ii) Network should support varying speeds and connection interface from subrate NX x 64K to 1Gbps (Gigabit Ethernet). (iii) 24x7 network and fault management.	9	i. Network performance reporting portal for customers is under development. Details will be shared with Customers once the portal is ready. ii. Ethernet based interfaces can be supported for bandwidths ranging from 10 Mb to 100Gig Ethernet.	-Do-
29	III	10	10. Force Majeure If, at any time, during the continuance of relevant Order, the performance in whole or in part by or of any obligation under the relevant Order is prevented or delayed by either party by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by party affected by such eventuality, shall give notice to the other party as early as possible but not later than 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the relevant Order nor shall either party have any claim for damages against other party in respect of such non-performance or delay in performance, and deliveries under the relevant Order shall be resumed as soon as practicable after such an event come to an end or cease to exist. The decision of BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under relevant Order is prevented or delayed by reasons of any such event for a period exceeding 60 days, parties may jointly decide the course of action (including full/ partial termination of relevant Purchase Order) to be taken.	20	Request relaxation to standard 90 days	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
30	IV	12.5.4. (iii)	Cable cuts for a period of 10,000 minutes for unprotected international bandwidth/ International Internet Bandwidth. This will be allowed only once for every six months period from date of commissioning of relevant International bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. Service Unavailability Credit will be applicable for any outage due to cable-cut beyond this limit of 10,000 minutes in a six month period. The applicability of cable-cuts will be only for International bandwidth/ International Internet Bandwidth.	43	Request relaxation on this clause with applicability to only IP Port in India. Any International bandwidth/ International Internet Bandwidth/International IP Transit Port backed by subsea network will follow force Majeure in case of cut resulting in to loss of traffic.	-Do-
31	IV	7.1	7.1 Provisioning of Services (FOR CATEGORY –A only) The provisioning and commissioning period will be 4 weeks and 9 weeks for International Internet Bandwidth of IP Port nature and International Bandwidth/ International Internet bandwidth of IPLC nature respectively. Early provision and commission of all type of International Bandwidth/ International Internet Bandwidth will also be accepted by BSNL.	34	for new turnups, the initial time frame required to arrange and implement will be 8-12 weeks + any 3rd party dependency that may further need time for implementation , request relaxation for new site and port provisionings	-Do-
32	IV	7.4.1	The maximum time-frame which may be followed for provisioning of International Bandwidth/ International Internet Bandwidth is given below: Ready-for-Test date and testing by BSNL, if any : Within 3* weeks from date of P.O. (excluding the day of P.O.)	36	for New Turn ups the initial time frame required to implement will be 8-12 weeks + any 3rd party dependency that may further add to RFS which will also be communicated to customer , request relaxation for new site and port provisionings	-Do-
33	IV	8.1	Provision and commissioning of the International Bandwidth/ International Internet Bandwidth/ International IP Transit Port/ IP Port in India shall be made by the Supplier in accordance with the time schedule specified by the BSNL in the relevant Order. In case the supply is not completed in the stipulated delivery period, as indicated in the relevant Order, BSNL reserves the right either to short-close / cancel the Order and/ or deduct credits as per clause 12 of this Section.	37	Request to retain credit based model as the timelines may fluctuate due to unforeseen circumstances or dependencies, also request exclusion for delays incurred from BSNL end holding the implementation to proceed. Kindly also refer to comment for Sec IV Clause 12	-Do-
34	IV	9.4.3	The planned outages should not exceed twice in a month and 0.5% of total hours in any month. Any excess outage beyond 0.5% shall be included in service unavailability for the purpose of calculating Service Unavailability Credits.	39	Need relaxation as the downtime will be dependent on type of activity and synchronisation of all aspects to complete successfully, with an exception to emergency maintenance, request consideration	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
35	IV	11.4	11.4 BSNL officials may inspect the bidder premise at local as well as remote end in USA / Canada/ Europe / Asia Pacific/ Africa/ Middle East etc. during bid evaluation/ relevant Purchase Order/ during the validity of this EOI to get the conformity on all the details submitted along with the bid. The bidder shall allow BSNL officer's to visit such installations at reasonable notices at BSNL cost.	39	Please clarify on the type of inspection required and the parameters laid down for such visit to further evaluate. Access to telecom sites are restricted due to strict security policies laid	-Do-
36	IV	11.9 (viii)	viii) MRTG or equivalent graphs(daily, weekly, monthly and yearly statistics). The access to be provided to BSNL also via bidder's Network Monitoring System (NMS) tools	40	Network performance reporting portal for customers is under development. Details will be shared once the portal is ready.	-Do-
37	iV	15.9	In case of any recovery from any bank guarantee, the guarantee will have to be replenished by the Supplier within 30 days of recovery being affected	44	Request to follow the service credit claim model and not deduct from the bank guarantee furnished, kindly confirm	-Do-
38	IV	15.13	All expenses arising from payment of the dues to the Supplier such as bank charges/ commission, clearance fees etc. will be to the account of the Supplier.	45	Any bank charges or commission charges from our bank shall be borne by bidder. Any other charges to be discussed and agreed upon occurrence of the charge. Kindly suggest	-Do-
39	Schedule 1.1		Have technicians capable of understanding MPLS, MPLS-TE and RFC 4364, and as well as AoMPLS (Any Transport over MPLS)	79	We support only EoMPLS, Request suggestion	-Do-
40	Schedule 1.1		Have a Senior Engineer on staff for any advanced support needed by BSNL NOC engineers	80	Request clarity on the requirement	-Do-
41	Schedule 1.1		Colocation	80	Request clarity on the requirement in relation to service	-Do-
42	IV	9.2.(ii)	RTD for intra pop	38	Most of the POP to POP RTD requested is achievable, however there would be exception to few paths eg: INTRA USA and Europe, the same can only be checked for actual RTD upon gaining demark addresses to share, request to consider flexibility in terms of slight variance in RTD basis solution .	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
43	Annexure IV	A(i) & (ii)	A) Round Trip Delay : Average RTD for 1000 pings (with ack for each previous received packet) of 64 bytes. i) For International Bandwidth/International Internet Bandwidth, this will be measured from BSNL gateway router / CLS (or PoP) to Tier-1 ISP/ CLS (or PoP) in USA/Europe/APAC/Canada/Middle East/ Africa, where BSNL OFC link will be terminated. ii) For IP Port in India/International IP Transit Port at Major IP Transit hubs in the world , different sites (IP Addresses/URL) in each of region (USA, Europe (UK), APAC – HongKong, Singapore) for verifying the latency figures are given below:	52	Need clarity on the testing procedure as commitments will be from Supplier / ISP POP to POP between any 2 locations i.e IP Port and Destination	-Do-
44	Annexure IV	A(ii)	The service would be assumed to be unavailable if RTD is not met continuously as per specification for a period of 30 minutes. If RTD varies intermittently for period less than 30 minutes between acceptable to unacceptable limits and if such behaviour is observed continuously for one hour then service will be considered to be unavailable for one hour. Each slab of unavailability of thirty minutes or part thereof observed over a period of six months shall be taken into account for calculating the Service Credits for service degradation.	53	RTD Credit is only calculated post the ticket is raised with NOC for the tenure post raising the ticket till the RTD reverts back to within committed values. Service Credits are calculated on monthly basis hence unavailability/degradation can be calculated for 1 month period only on sepearte credit measure compared to complete service failure . Request consideration	-Do-
45	Annexure IV	B(ii)	The service would be assumed to be unavailable if RTD is not met continuously as per specification for a period of 30 minutes. If RTD varies intermittently for period less than 30 minutes between acceptable to unacceptable limits and if such behaviour is observed continuously for one hour then service will be considered to be unavailable for one hour. Each slab of unavailability of thirty minutes or part thereof observed over a period of six months shall be taken into account for calculating the Service Credits for service degradation.	53	Packet Loss Credit is only calculated post the ticket is raised with NOC for the tenure post raising the ticket till the Packet Loss reverts back to within committed value. Service Credits are calculated on monthly basis hence unavailability/degradation can be calculated for 1 month period only on sepearte credit measure compared to complete service failure . Request consideration	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
46	Annexure IV	D(ii)	(D) Service availability: i) For unprotected International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port The bidder shall guarantee that the Service will be available for 99.7% or better with appropriate margin for cable-cut as defined in EOI document, of time averaged over a period of one month with reference to each of the parameters namely Throughput, Round Trip Delay & Packet Loss under all conditions. Non-conformance to the limits of any of the parameters shall be counted towards Service Unavailability. If the RTD or packet loss varies intermittently for periods less than 30 minutes between acceptable to unacceptable and if such behaviour is observed continuously for one hour then the service would be considered to be unavailable for one hour.	53	For unprotected international bandwidth connectivity, we request to consider the SLA as 99.5%.	-Do-
47	Annexure IV	E(10)	10. Any scheduled maintenance activity required to be carried in our network which affects BSNL's traffic will be intimated 2 weeks in advance and we will endeavour to do scheduled maintenance between 0200 to 0600 Hrs window of Indian Standard Time (IST).	55	Schedule maintenance window is between 00.000 to 06.00 hrs and a 14 day prior notification shaerd to customer with an exception to emergency maintainece activities	-Do-
48	Annexure I	1	1. The Gateway routers of BSNL are currently operational at: • Bangalore • Mumbai • Chennai • Delhi • Kolkata • Agartala • Ernakulum (under proposal)	46	Kindly share the complete address for the City names mentioned	Details of the complete addresses of the Gateway Routers of BSNL are submitted in Annexure B separately
49	V	7.2	7.2 The provisioning and commissioning period for IP Port in India and for International IP Transit Port for (i) STM-1 capacity will be two weeks (ii) nXFast Ethernet/STM-4 capacity will be four weeks and for Gig-Ethernet/STM-16/STM-64/10G will be four weeks.	34	Capacities shall be delivered in terms of ethernet bandwidth (viz 155Mbps for STM-1 on GE Port) and delivered on 1GE, 10GE, 100GE interfaces	Considering the future growth of the Internet Traffic and for the scope of the procurement of higher bandwidth, 100G Port is included along with the other ports mentioned in the EOI.
50	IV	9.2.(ii)	RTD Summary in case of International IP Transit Port Intra - Europe Intra - USA Intra - Asia USA - Europe USA - Asia	37	Kindly specify few location touch points to verify latency figures	As per EOI 2022

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
51	IV	9.2.3	Packet Loss: shall be measured by computing the percent packet loss of one thousand (1000) pings (with acknowledge for each previous packet received) of sixty four (64) bytes each. At any point of time during the contract period, the packet loss shall be less than 1%. In case of International Internet Bandwidth, this will be measured from BSNL gateway router to the Tier 1 ISP in USA, Europe, Asia Pacific etc. where the BSNL link will be terminated. In case of IP Port in India and International IP Transit Port, the bidder shall provide at least 3 different sites in each of these regions (in different networks) for verifying the packet loss.	38	Packet loss measure will exclude BSNL arranged media at India end, and will be considered from Supplier Origination to termination POP for calculation, Kindly suggest and consider for relaxation	-Do-
52	IV	11.7	The service provider would provide mechanism to BSNL to measure and monitor the SLG as mentioned in the clauses above. However, for International Bandwidth monitoring of SLG may be optional.	40	Currently we do not have an online mechanism to share SLG , same can be calculated upon request with the service management team	-Do-
53	IV	11.9.(i)	i) The bidder shall facilitate both peering and Transit facility to Internet Traffic.	40	Transit services will be provided	-Do-
54	IV	11.9.(ii)	The bidder shall provide configuration access in its router to BSNL officials for the ports pertaining to BSNL.	40	Due to security reasons, no access can be provided to core telecom equipments, however configuration script can be shared and assistance will be provided to update access lists etc.	-Do-
55	IV	11.9 (iv)	iv) The bidder would provide Network Time Protocol service, if required by BSNL, to enable time retrieval from the service provider routers so as to synchronize the clocks on BSNL's network equipment	40	Request clarity if this is a mandatory requirement	-Do-
56	IV	11.9(v)	The bidder would be responsible for the routing of BSNL's networks in Internet	40	Request clarity on the requirement	-Do-
57	IV	11.9(x)	Bidder shall provide assistance to BSNL with access lists, rate limits and other measures at its side of the link to deal with any denial of services attack happening through the bandwidth links connectivity	41	we can provide RTBH for BSNL to take further action on traffic routing, kindly suggest	-Do-

S.No	Section No.	Clause No.	Brief Description of the clause	Page No.	Comments of Bidder (RJIL)	Clarification by BSNL
58	ANNEXURE-III	2.(vii).e	The capacity of cable between India and USA / Europe / Asia Pacific in order of E3/DS3/STM-1/STM-4/STM-16/STM-64/gigabit Ethernet/10G etc. along with details of spare, leased and reserved	50	We can support only Gigabit Ethernet, 10GE and 100GE ports at all locations in India and International and in the other Tier 1 transit locations subject to feasibility. Request to consider	Considering the future growth of the Internet Traffic and for the scope of the procurement of higher bandwidth, 100G Port is included along with the other ports mentioned in the EOI.
59	Annexure IV	A	This SLD specifies the standards for E1/E3/DS3/STM-1/nXFast Ethernet/STM-4/Gigabit Ethernet/STM-16/STM-64/10G to (tick the categories of empanelment bidder is offering)	52	We can support only Gigabit Ethernet, 10GE and 100GE ports at all locations in India and International and in the other Tier 1 transit locations subject to feasibility. Request to consider	-Do-
60	Annexure IV	C	Throughput: 1:1 uncontended bandwidth with guaranteed throughput of E1/E3/DS3/STM-1/nXFast Ethernet/STM-4/Gigabit Ethernet/STM-16/STM-64 /10G , Full Duplex traffic per link (measured at physical layer) on 24 X 7 basis.	53	We can support only Gigabit Ethernet, 10GE and 100GE ports at all locations in India and International and in the other Tier 1 transit locations subject to feasibility. Request to consider	-Do-
61	II	3.8	The international bandwidth will be uncontended and uncompressed TDM bandwidth, without any conversion to IP or any other protocol. International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port will generally be hired on lease in the form of E1/ E3/ DS3/ STM-1 (optical and electrical)/ / STM-16 (optical)/STM-64 (optical), 10 Gbps/ nXFast Ethernet/ Gigabit Ethernet from India or other places to different destinations in USA, Canada, Europe, Asia Pacific, Africa, Middle East etc. Both Trans Atlantic and Trans Pacific routes are envisaged.	7	We can support only Gigabit Ethernet, 10GE and 100GE ports at all locations in India and International and in the other Tier 1 transit locations subject to feasibility. Request to consider	-Do-
62	II	3.21.6	Interface: - As per the requirement of customer, partner should be able to provide interfaces like V.24/V.35/G.703 (E1/T1)/Ethernet or as per latest trend in the market.	10	We can support only Gigabit Ethernet, 10GE and 100GE ports at all locations in India and International and in the other Tier 1 transit locations subject to feasibility. Request to consider	-Do-

Note:- In clause no. 7.4 of Section IV “5% order value as bank guarantee” may be read as “3% order value as bank guarantee” as per clause 13 of Section-II of this open EOI 2022.

ANNEXURE - B
BSNL IGW Router Location Address

IGW Location Place	Address Location I	Address Location II
Agartala	IGW Room 2nd Floor, BSNL Telephone Exchange North Gate, Palace Compound. Agartala-799001	N.A
Bangalore	O/o SDE, Bangalore EAST DTC BSNL 2nd floor, BG EAST TELEPHONE EXCHANGE BUILDING, LAZAR ROAD, BANGALORE - 560005	O/o DE (DTC), 6 TH FLOOR, NEW TELECOM BUILDING, BASAVESHWAR CIRCLE, BANGALORE - 560001
Chennai	Divisional Engineer, Digital TRansmission Center, 3rd Floor, Telephone Exchange, No 20, Haddows Road, Nungambakkam, Chennai - 06	Divisional Engineer, Digital TRansmission Center, 5th Floor, Telephone Exchange, Flower Bazar Telephone Exchange Chennai - 01
Ernakulam	O/o SDE , DIGITAL TRANSMISSION STATION Ist floor, DTS/DTAX Building, BSNL CARRIER STATION ROAD, ERNAKULAM -682016	N.A
Kolkata	<u>Kolkata IGW-03 Router Location:</u> NIB/Kolkata(TB) Core Network and Transmission, East 2nd floor,Telephone Bhawan 34 BBD Bag(South) Kolkata-700001	<u>Kolkata IGW-04 Router Location:</u> NIB/Kolkata(TBZ) Core Network and Transmission, East Broadband Multiplay Room, 4th Floor Telephone kendra, Territa Bazar P-10, New C.I.T Road Kolkata-700073
Mumbai	O/o DIVISIONAL ENGINEER (Mux/NIB), Fountain, BSNL. 11th floor, Fountain Telecom Building No. 2, M. G. ROAD, FORT MUMBAI-400001.	O/o DIVISIONAL ENGINEER (MUX) Prabhadevi, BSNL 11th floor, MTNL Telecom Building, Prabhadevi, V. S. Marg, Dadar (west), MUMBAI-400028.
New Delhi	O/o SDE NIB Kidwai Bhawan 7 th Floor NIB Room CN TX North BSNL Kidwai Bhawan Janpath New Delhi -110001	O/o DE(OFC) Lodhi Road 3 rd Floor Transmission Room CN TX North BSNL MTNL Building 9, CGO Complex New Delhi -110003