

Sr. No	Page No (tender Ref)	Clause (Tender Ref)	Description in the tender (tender Ref)	Query	ECGC's Response
1	12	3.4 Scope of work	SD-WAN solution should provide the ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics. There should be clear visibility of traffic flowing across all the links as well as application-wise bandwidth consumption and use all available bandwidth in optimal way.	The requirement should include metric like tcp retransmission, tcp resets, session time-out, & session establishment issues etc.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
2	12	3.4 Scope of work	SD-WAN solution should provide the ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics. There should be clear visibility of traffic flowing across all the links as well as application-wise bandwidth consumption and use all available bandwidth in optimal way.	The requirement should include not just bandwidth visibility per application but also if there are any end user performance issues related to the application in the SDWAN network.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
3	12	3.4 Scope of work	SD-WAN solution should provide the ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics. There should be clear visibility of traffic flowing across all the links as well as application-wise bandwidth consumption and use all available bandwidth in optimal way.	Should include per application dashboards should be provided which should include parameters like SLA like slow response time, Packet loss, TCP Retransmission, timeout.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
4	8	3.1.8	Bids must be submitted in three parts: Eligibility, Technical, and Price/Financial bids	Is there any specific format for financial bids, other than the annexure provided?	Please include extra line items to provide breakup of components cost as required for cost comparison and additional order processing as and when may be required during contract period.
5	10	3.4 (7)	Onsite comprehensive warranty must be provided	Will the warranty for each piece of hardware begin from the date of installation, or from delivery?	Warranty shall start from the date of installation and commissioning of Devices for five years contract period.
6	12	3.4 (24)	SD-WAN solution must support IPv6 logo certification from day 1	Will there be any timeline extensions for this compliance?	No Change in Original Clause
7	12	3.4 (29)	SD-WAN solution should provide visibility of traffic across all links and application-wise bandwidth consumption	Please clarify the level of traffic visibility expected and if any reporting format is required?	No Specific Reporting format.
8	12	3.4 (26)	In case of primary device failure, the standby appliance should take over immediately	What is the expected failover time, and are there any specific testing criteria during implementation?	Two boxes in HA are required at critical locations to avoid downtime. DC and DR 4 Regional Offices (Bengaluru, New Delhi, Kolkata, Bandra) 1 at HO (ECGC Bhawan Mumbai) New Delhi Branch Nariman Point, Mumbai Branch Tirupur Branch Hyderabad Branch Ahmedabad Branch

9	12	3.4 (27)	Manual failover should be supported for troubleshooting/upgrades	Can you provide the exact steps or process for manual failover? Are there any limitations on the frequency of manual failovers?	Bidders are expected to provide Best and optimized solution
10	13	3.4 (35)	The SD-WAN solution should support management via CLI, Web GUI, and admin interface	Does the solution need to support integration with existing network management tool?	Bidder should provide for essential tools like Network Management Tool should be a part of Bidders Solution.
11	13	3.4 (36)	OEM will be responsible for configuration, migration, and best practices implementation at all locations	How will coordination with the existing system integrator be handled during migration to minimize downtime?	The contact details of the existing system integrator shall be shared with the successful bidder. Thereafter, Onsite project manager from bidder side has to take care of coordination with ECGC and Existing SI.
12	12	3.4 (25)	The equipment used in DC/DR should support high availability and redundancy at all levels from day 1	Is there any mandatory specific architecture (active-active, active-passive) for high availability, or is it left to the bidder's discretion?	Active-Active Architecture to support high availability and redundancy at all levels from day 1.
13	12	3.4 (28)	SD-WAN solution should support export of DC/DR/Branch devices configurations for auditing purposes	What specific format or protocol should be used to export configuration data, and how frequently should this be performed?	The solution should comply with IRDAI , MEITY, CERT-In, etc regulatory guidelines at all times. Audit frequency is 2-3 times in a financial year.
14	14	3.4 (48)	SD-WAN solution must mitigate audit points and VA/PT vulnerabilities within agreed timelines	Can you clarify the expected response and remediation timelines for high and critical vulnerabilities?	As per timelines laid out by Auditors and Regulatory Authorities.
15	11	3.4 (21)	Devices must be capable of mounting in existing company racks with no top perforations	Are there any specific rack dimensions or constraints we should be aware of at different locations?	Small Network Racks are installed at branch locations, accordingly The SD WAN Boxes should not occupy more than 1- 2U rack space.
16	14	3.4 (45)	Bidder should arrange required Right of Way (RoW) permissions for laying fiber/copper	Will the bidder be responsible for any legal or logistical delays caused by local authorities in obtaining RoW permissions?	Bidder has to stick to project timelines after issuance of work order.
17	13	3.4 (42)	Faulty devices must be replaced as per SLA, with a standby device provided immediately	What are the defined SLAs for equipment replacement, and how will penalties be calculated for delays?	Refer clause number 4.1.19 SLA
18	11	3.4 (14)	SD-WAN solution must utilize both MPLS and Internet links in multiple combinations	Is there any preference for active-active versus active-passive link utilization, or can either method be used based on site requirements?	SD WAN Solution should provide links in active-active mode
19	16	3.4 (60)	The Project Manager should coordinate deployment and support services	How will the performance of the Project Manager be evaluated, and what KPIs will be used to assess the quality of coordination and delivery?	Adhering to Project timelines is the responsibilities of Bidders to meet SLA.
20	16	3.4 (61)	Onsite resources must have specific eligibility, experience, skills, and certifications for the proposed OEM technology	What are the minimum certification requirements for onsite personnel, and how frequently will their certifications be audited during the project?	Bidder is expected to deploy onsite resources based on the Skill requirement of the proposed SD-WAN Solution.
21	13	3.4 (40)	Onsite support will be provided for 3 months after the implementation phase across all locations	Can onsite support be extended beyond the initial 3 months? If so, what would be the additional cost and process for renewal?	Bidder may provide it as a part of their proposed solution as additional line item.

22	13	3.4 (41)	Bidder must provide yearly training on the SD-WAN solution, covering new features and updates	Is there any provision for online or hybrid training formats?	Initial hands-on Training is expected and later-on online and hybrid training will also serve purpose.
23	16	3.4 (65)	MPLS network should be capable of handling Data, Voice, and Video traffic with different QoS features	What are the specific QoS parameters that need to be supported for each traffic type, and are there any minimum throughput or latency guarantees?	Details will be shared with successful bidder.
24	15	3.4 (53)	OEM TAC support should be available onsite as per company requirements	What are the escalation procedures for critical issues, and what is the guaranteed response time for onsite TAC support in remote locations?	Same business day support shall be arranged for critical issues.
25	11	3.4 (18)	The solution should allow automatic/dynamic encrypted IPSEC tunnel creation between branches	What is the maximum number of simultaneous IPSEC tunnels that the system should support?	ECGC locations are 51, accordingly solution should be designed to meet current requirements and future expansions.
26	14	3.4 (47)	Reports like uptime, bandwidth utilization, Link error and latency should be provided daily/monthly	What is the format of report generation and method of report delivery (e.g., email, web portal)?	Scheduled Reports, On demand Reports and Web portal shall be preferred.
27	10	3.4 (10)	Bidder is responsible for migrating from the current SD-WAN solution to the new one	What is the proposed downtime for migration, and what steps will be taken to ensure minimal disruption during this process?	Vendor to provide optimal procedure for migration so that minimum disruption to the Business is expected
28	28	3.15. Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 5,00,000 (Rupees Five lakh only) is required to be submitted, preferably by NEFT, by the Bidder along with submission of Bid documents as per the Schedule of events provided. It can also be paid by Demand Draft/ Bankers Cheque by the bidder along with the tender. The Demand Draft/Bankers Cheque must be issued in favor of 'ECGC Limited', payable at Mumbai.	Kindly share PAN details	AAACE0296K
29	39	Table-B: Eligibility Marks will be awarded as per below criteria.	Bidders Company should have at least 25-35 years of existence. Company with 25-30 years of experience -3 Marks Company with 31-35 years of experience -7 Marks Company with 35+ years of experience -10 Marks	Request to change the clause as : Bidders Company should have at least 25-35 years of existence. Company with 5-10 years of experience -3 Marks Company with 10-20 years of experience -7 Marks Company with 20+ years of experience -10 Marks	the Revised clause is to be read as "Bidders Company should have at least 15-35 years of existence in India. Company with 15-25 years of experience - 3 marks Company with 25-35 years of experience - 7 marks Company with 35+ years of experience - 10 marks"
30	41	Table-B: Eligibility Marks will be awarded as per below criteria.	Bidder Should have head office in Mumbai	Bidder Should have head office in India	Revised to Bidders should have Head office/main circle office/ regional office in Mumbai.
31	15	3.4. Scope of Work	These new devices supplied by the bidder shall be Company's asset. Bidder shall keep adequate stock of the spare equipment's or part thereof to maintain the SLA uptime.	Services in OPEX model please confirm can we provide HW in Customer name in Opex model	Yes, if feasible.

32	39	Table-B: Eligibility Marks will be awarded as per below criteria.	The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2020-21, 2021-22, 2022-23)	Can you help here how you will consider eroded % and which year will be consider	you can submit the balance sheet of any three consecutive years from last four financial years
33	39	Table-B: Eligibility Marks will be awarded as per below criteria.	Company with net profit of up to 10% Company with net profit of 10% to 15% Company with net profit of more than 15%	Can you help here how you will consider % and which year will be consider	for last three consecutive year
34	40	Table-B: Eligibility Marks will be awarded as per below criteria.	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 7 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	Revised Clause - The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India. - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks
35	12	3.4. Scope of Work - 25 & 26	25.The equipment's/applications used in DC/DR should support high availability and redundancy at all levels from day 1. 26.In case if the primary device failure, the standby appliance should take over role of primary device immediately	Are you looking for dual SD-WAN setup at DC and DR with dual Switch?	Two SD WAN boxes in HA are required at critical locations to avoid downtime. DC and DR with Dual Switches.
36	12	3.4. Scope of Work - 30	During the contract period, ECGC may add/ delete/ replace a greater number of applications, security policies etc. Accordingly, the bidder shall carry out necessary configuration changes (if required) in their	Which variant you are looking for? 1) SD-WAN 2) SD-WAN with ATP license 3) SD-WAN with UTP license	Bidders have to provide optimized solution to meet the requirements mentioned in the clause.
37	13	3.4. Scope of Work - 33	All the components of proposed SD-WAN Solution need to be on-premises. None of the Company's data should go to OEM cloud/premises for any reason	Are you looking for on premises Controller and orchestrator?	Only Controller /Orchestrator/Headend will be on shared mode.
38	39	Scope of Work -2	Bidders should be at least 10,000 People Company	Kindly confirm as in TTSL we don't have 10,000 employees	Revised to Bidders should be at least 5000 people Company
39	39	Scope of Work -4	The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2020-21, 2021- 22, 2022-23)	As on organization we are currently profitable but overall net is not positive so kindly consider	Revised to Positive Network on consecutive three years our of last four financial years.

40	40	Scope of Work -6	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	We have delivered multiple SD WAN solution but 1000 as a single order, its 400 or 500 min single order	Revised Clause - The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India. - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks
41	49	DC & DR Address with correct Rack details		Kindly share DC & DR address with rack details	CHANDIVALI NTT DCNetmagic Data Center 7, 1st floor, Light Hall, C- Wing, Hiranandani Business Park, Saki Vihar, Chandivali, 04, Mumbai, Maharashtra, 400072 (Rack No: 69 (Network Rack)) Bangalore DR- (proposed) 560100 Netmagic Data Center, 1st Floor, 88/A, SVR Platinum, Adjacent to KSSIDC Complex, Electronic City, Phase 1, Bengaluru , Karnataka - 560100
42	11	17	The bidder should propose the architecture at the time of technical bid submission which must be vetted by OEM with high availability at all levels and redundancy in case DC fails and during DR drill as well.	Please elaborate on following requirement: "must be vetted by OEM"	The solution design proposed must be as per Industry standards and supported by OEM.
43	16	61	The bidder must ensure that the eligibility, experience, skills, and certification for the Onsite resources must comply with the proposed OEM technology to complete the project smoothly within RFP timelines. The OEM also need to ensure that the deployed onsite resource must be having relevant experience and skills on technology to be deployed in ECGC to complete the project smoothly.	Please confirm if onsite OEM/TDA/CMIP resources are required during deployment phase?	Bidder is expected to deploy onsite resources based on the Skill requirement of the proposed SD WAN Solution.
44	11	19	The solution provided should be running on dedicated hardware appliance at all locations.	Please confirm if Heanend can be on bidder's Multitenant controller with ensured security and data privacy.	Yes
45	13	33	All the components of proposed SD-WAN Solution need to be on-premises. None of the Company's data should go to OEM cloud/premises for any reason.	Please confirm if Heanend can be on service provider's data center or bidder's Multitenant controller with ensured security and data privacy.	Headend can be on Service providers/ bidders multitenant controller with ensured security and data privacy.

46	13	36	OEM will be totally responsible for configuration, migration, installation, and best practices implementation at ECGC's all locations including DC/DR.	Please confirm if this can be done by Bidder as a service provider or ECGC insists that only OEM has to do the entire implementation.	Revised to Bidder/NI will be totally responsible for configuration, migration, installation, and best practices implementation at ECGC's all locations including DC/DR.
47	17	76	The solution should have separate physical, control and data plane, it should be possible to configure control and management planes in different security firewall zones. It should be able to support centralized management plane to authenticate SD-WAN solution components like control plane, data plane & NMS tools.	please share more information on all the tools that SDWAN has to be integrated with.	Details will be shared with successful Bidders only. Bidder has to provide the best optimized solution.
48	18	85	OEM should submit the high-level and low-level design document containing following details. a) Network logical and physical topology diagram with IP Addressing, b) Routing, and switching strategy. c) Deployed Network equipment datasheets d) Configuration guides (GUI/CLI). e) Network device configuration documents including configuration files/templates/policies, etc. as per best industry standards or Company's requirement. f) Standard Operation Procedure documents (SOP) for deployed SD-WAN solution by the Selected Bidder, as desired by the Company.	OEM should provide or Bidder should provide	To be read as OEM/Bidder/Network Integrator.
49	Page 11	Section 3.4. Point 14	The SD-WAN solution should be capable of utilizing both the links in following scenarios. a)MPLS+MPLS b)MPLS+4G/5G c)MPLS + Internet d)Internet + Internet e)MPLS/VSAT/3G/4G/5G link without backup. f)Only single internet link	The SDWAN device considered will be with ethernet handoff receiver to which 4G/5G SIM dongle can be connected. Hope this consideration is okay?	Bidders are expected to provide the best solution considering the possible scenarios
50	page 14	point 48	The Bidder shall ensure to Mitigate various audit points, Compliance and Mitigation of vulnerability assessment (VA)/Penetration Testing (PT) points at no cost to the Company within mutually agreed timelines as and when any advisory/bugs/vulnerabilities released/suggested by competent authority/organization/Company at any point of time during the validity of the contract period, except for those cases where in the applicable patch/fix/OS is not yet released/declared stable by the OEM. However, in such cases, it is responsibility of the bidder to ensure that such requirement of the company is completed satisfactorily within least possible and stipulated timeframe.	please confirm who will perform VAPT ?	A preliminary VAPT shall be conducted by bidder internally and mitigation shall be implemented in addition to VAPT findings reported by ECGC.

51	page 15	point 52	These new devices supplied by the bidder shall be Company's asset. Bidder shall keep adequate stock of the spare equipment's or part thereof to maintain the SLA uptime.	Please note this will be Bidder Asset as the devices are provided on Opex model. Please confirm it is inline with our understanding.	Yes
52	page 15	point 54 , 56	Bidder should provide login id details to company for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the Company. Company should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on Bidder.	We understand ECGC meant the portal of the bidder for raising any tickets. Please confirm. Please note by default it will be bidder responsibility to monitor and Log ticket if any issue or support required with OEM . For ECGC bidder will be first point of contact for any help.	Yes
53	Page 15	58	Bidders need to remove all cables from OLD equipment & terminate the same on new proposed SD-WAN equipment. Reconnecting all uplinks and other cables in a neat manner (rack dressing) for the new proposed SD-WAN equipment along with the dressing & cabling.	This is brown field requirement where bidder will provide new MPLS as well as SD-WAN infrastructure along with fresh configurations based on ECGC personas. Hope our understanding are inline with ECGC expectations.	Yes
54	Page 13	Point 33	All the components of proposed SD-WAN Solution need to be on-premises. None of the Company's data should go to OEM cloud/premises for any reason.	Can the bidder provide the Controller on multitenant platform at the same time ensuring the data security.	Headend can be on Service providers/ bidders multitenant controller with ensured security and data privacy.
55	Page 13	Point 41	The bidder has to provide SOP with regard to working of their proposed SD-WAN solution along with training to ECGC of the same. The bidder is also required to provide the training once every year which shall include existing and add-on features/ new functionality/ features etc. ECGC will intimate the bidder in advance for conducting such trainings.	Please confirm what type of training are expected from bidder	Hands on training for SD WAN Features, Monitoring, call logging, etc.
56	Page 9	Section 3.4. Point 4	Bidder must propose end to end solution on Opex Model which should be transferred in ECGC name at the end of 5 years with a cost of one rupee.	The SDWAN devices provided on Opex model as part of this solution will be owned by the bidder, and the same cannot be transferred in ECGC Name at the end of 5 year term.	after the completion of 5 year life of SD WAN Boxes, ECGC will pay only AMC charges for continuing the same if needed. Devices will not be handed over to NI.
57	Page 31	4.1.4 Damages/ Liability clause	Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor) : 5% of the Total contract value per week, and proportionally for the part of the week. Maximum 10%	Bidder Proposes that Liquidated damages will be levied at the rate of 0.5% per week subject to a maximum of 5% of the annual cost of impacted location/s.	No Change in Original Clause
58	Page 31	4.1.4 Damages/ Liability clause	Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor): 5% of the contract value per week, and proportionally for the part of the week. Maximum 10%	Bidder Proposes that Liquidated damages will be levied at the rate of 0.5% per week subject to a maximum of 5% of the annual cost of impacted location/s.	No Change in Original Clause
59	Page 47	Annexure – 5: Price / Financial Bid Format for SD-WAN Solution	Table I. Unit Rate for SD-WAN Boxes.	This table does not have column to mention the One time Charges. Also, the table specifies slab wise pricing as per aggregate bandwidth. This should be modified to include column for One time charges, and location wise pricing for SDWAN Solution for the 51 sites.	Please include extra line items to provide breakup of components cost as required for cost comparison and additional order processing as and when may be required during contract period.

60	Page 47	Financial Bid Format	II.Current Requirement of MPLS Links- Primary & Secondary	This table should be modified to include column for One time charges for Primary and Secondary links	Please include extra line items to provide breakup of components cost as required for cost comparison and additioonal order processing as and when may be required during contact period.
61	Page 48	Financial Bid Format	III.Requirement of Internet Link- Primary & Secondary	This table should be modified to include column for One time charges for Primary and Secondary links	Please include extra line items to provide breakup of components cost as required for cost comparison and additioonal order processing as and when may be required during contact period.
62	Page 32	4.1.7 Termination Clause	ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract. ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.	We propose this clause to be made mutual as below: 2.29; Each Party reserves the right to suspend/terminate the contract placed on the selected bidder and recover expenditure on the following circumstances: A. The Party becomes bankrupt or is otherwise declared insolvent; B. The Party being a company is wound up voluntarily or by the order of a court or a receiver, or manager holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the other Party is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture; c. All payments due to the Supplier (including for all products and services provided up to the effective date of termination along with any upfront or residual charges paid to OEM(s) for AMC/ warranties) till the effective date of termination will be made by ECGC within 60 days' of such written notice for termination. 2.30: The Parties may, without prejudice to any other remedy for Breach of the Contract, by written notice of 90days of default to the other Party, terminate the Contract in whole or in part; A. If a Party fails to render services within the time period(s) specified in the Contract or any extension period thereof	No Change in Original Clause

63	33	4.1.8 Indemnity	The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the Team / resources, except for those explicitly provided by / authorized by ECGC.	<p>This clause is too broad to be considered and may expose the Tata Comm to significant liability. Clause to be replaced with the following clause:</p> <p>a) Each Party shall indemnify the other from and against any claims by third parties (including any governmental authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Bank shall also indemnify, defend and hold Bidder harmless from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions) (i) relating to Bank's or its end users' use of the Services; and/or (ii) claims arising from Customer's violation of applicable law.</p> <p>b) The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.</p> <p>c) Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p>	No Change in Original Clause
64			The Vendor shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Vendor. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd.	<p>Clause to be replaced with the following clause:</p> <p>The Vendor shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc in relation to the services provided under this Agreement. All documents related to such shall be treated as confidential information by the Vendor. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd. for the specific services under this agreement.</p>	No Change in Original Clause
65	34	4.1.15.2 Rights of the Company	While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained in the Tender Document or in the Scope of Work without assigning any reason thereof.	We request that once the successful bidder is selected, both the Parties should mutually agree on any parameters related to the services.	No Change in Original Clause

66	35	4.1.16. Royalties and Patents	Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Vendor shall protect the Company against any claims thereof.	<p>Clause is very open ended as it places full responsibility on Tata Comm for any patent or royalty-related issues without clear limitations.</p> <p>Bidder further suggests addition of the following clause: With respect to any and all claims, including intellectual property claims arising from the infringement of intellectual property rights related to the Vendor's products or services, the Vendor shall not be liable for any claims that result from specifications provided by ECGC, modifications made by ECGC, or the use of third-party products not supplied by the Vendor. In no event shall the Vendor's total liability, including legal defense costs, for all such claims and liabilities under this Agreement exceed, in the aggregate, the amount of charges collected by the Vendor in the twelve (12) months preceding the claim under the specific PO/Order that gave rise to the liability.</p>	No Change in Original Clause
67	59	NDA Clause 6 Term	This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.	<p>Clause to be replaced with the following verbiage: This Agreement shall take effect upon the Effective Date, and, unless otherwise agreed between the Parties in writing, shall terminate on the earlier of: (i) completion of 3 years from the Effective Date; or (ii) termination on 30 days' notice by either Party; or (iii) execution of a definitive agreement between the Parties relating to the Purpose of this Agreement.</p> <p>Each Party agrees that the confidentiality obligations herein shall survive for a period of 2 years from the end of the Term, provided however that the rights and obligations hereunder with respect to Confidential Information that constitutes a trade secret shall continue for so long as such item constitutes a trade secret under applicable law</p>	No Change in Original Clause
68	14	Clause 44	.The bidder is expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.	We request to provide us Site Wise Local contact details availability & Permission for survey to have the field site survey	Okay. Shall be provided with successful bidder
69	14	Clause 45	.The bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road culling, digging and laying of fiber / copper. ECGC would not pay any cost towards the same.	All the necessary permission regarding In building cabling, laying of fibre cable, colo,space,power permissions inside the customer owned premises or any rental premises has to be under customer scope at no cost to TCL, as delay or availability of permissions may affect the delivery timelines.	The bidder is responsible for arranging necessary permission and bear end-to-end the respective charges associated with proposed mode of connectivity.

70	page 30	point 40	The bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations. ECGC will provide necessary infra for that resource.	currently we have considered pricing for 120 day as customer deminding post implementations 3 month which will become 180 days considering 90 days for installations. Product need to take call on this	Bidder has to consider this in its solution.
71			The bidder has to provide SOP with regard to working of their proposed SD-WAN solution along with training to ECGC of the same. The bidder is also required to provide the training once every year which shall include existing and addon features/ new functionality/ features etc. ECGC will intimate the bidder in advance for conducting such trainings.	Ownership of this training who will provide that need to define.	OEM/ authorised OEM partner/bidder
72	pafe 14	point 45	The bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road culling, digging and laying of fiber / copper. ECGC would not pay any cost towards the same.	delivery team need to confirm	Bidders are expected to provide the best optimal solution considering the possible scenarios.
73		point 46	The bidder, without any additional cost to the company, adequate protection for the pole/antenna like monkey protection cage / snow shield / others wherever necessary, to prevent disturbances to the alignment causing communications failure.	delivery team need to confirm	Bidders are expected to provide the best optimal solution considering the possible scenarios.
74		point 58	Bidders need to remove all cables from OLD equipment & terminate the same on new proposed SD-WAN equipment. Reconnecting all uplinks and other cables in a neat manner (rack dressing) for the new proposed SD-WAN equipment along with the dressing & cabling.	delivery team need to confirm	Bidders are expected to provide the best optimal solution considering the possible scenarios.
75		page 64	The Bidder shall ensure the migration of existing equipment configuration to new proposed SD - WAN equipment without any downtime. In case, downtime is required then it should be very minimal and proper approval of the downtime should be taken from ECGC IT team.	Bidder are providing fresh device and will deploy fresh confirration on new devices.	Yes.
76		point 75	The Bidder should have at least 50,000 KM of their own Fiber connectivity across India along with minimum 100 MPLS POPs and 500 RF PoPs across India.	MPLS product team need to confirm.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
77		point 77	The solution should have built in capability for voice and video application improvement by correcting link errors at branch level and sending application packets via single & both links. It should also support Forward Error Correction and packet deduplication for real time applications for optimum experience.	SD-WAN product / Engineering need to confirm. As we are planing to provide Statefull firewall license hear.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
78			The SD-WAN box should support MPLS (layer 2 and Layer 3 VPN) features along with VRF level segmentation. It should support ethernet fault management 802.1ag and provide backbone bridge 802.1ah protocol or equivalent.	SD-WAN product / Engineering need to confirm. As we are planing to provide Statefull firewall license hear.	Bidders are expected to provide the best optimal solution considering the possible scenarios.

79			<p>OEM should submit the high-level and low-level design document containing following details.</p> <p>a) Network logical and physical topology diagram with IP Addressing,</p> <p>b) Routing, and switching strategy.</p> <p>c) Deployed Network equipment datasheets</p> <p>d) Configuration guides (GUI/CLI).</p> <p>e) Network device configuration documents including configuration files/templates/policies, etc. as per best industry standards or Company's requirement.</p> <p>f) Standard Operation Procedure documents (SOP) for deployed SD-WAN solution by the Selected Bidder, as desired by the Company.</p>	TDA team to note that custome are expeting during the delivery.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
80			The bidder should propose the architecture at the time of technical bid submission which must be vetted by OEM with high availability at all levels and redundancy in case DC fails and during DR drill as well	Product need to confirm.	Bidders are expected to provide the best optimal solution considering the possible scenarios.
81	37	2	The bidder should be registered as a Limited company (Private/Public) in India as per Company Act 1956 & 2013 since last 5 years as on the date of this tender and they should be Tier1 ISP.	The bidder should be registered as a Limited company (Private/Public) in India as per Company Act 1956 & 2013 since last 5 years as on the date of this tender and they should be Tier1 ISP.	No Change in Original Clause
82	39	1	<p>Bidders Company should have at least 25-35 years of existence in India.</p> <p>Company with 25-30 years of experience - 3</p> <p>Company with 31-35 years of experience - 7</p> <p>Company with 35+ years of experience - 10</p>	<p>Request to modify the clause as below:-</p> <p>Bidders Company should have at least 10 years of existence in India.</p> <p>Company with 3-5 years of experience - 3</p> <p>Company with 5-8 years of experience - 7</p> <p>Company with 10+ years of experience - 10</p>	<p>Revised to Bidders Company should have at least 15-35 years of existence in India.</p> <p>Company with 15-25 years of experience - 3</p> <p>Company with 25-35 years of experience - 7</p> <p>Company with 35+ years of experience - 10</p>
83	39	2	<p>Bidders should be at least 10,000 People Company.</p> <p>10,000-25,000 People Company - 3</p> <p>25,000-50,000 People Company - 7</p> <p>50,000 + People Company - 10</p>	Bidders should be at least 1,000 People Company. 1000 + People Company - 10	Revised to Bidders should be at least 5000 people Company
84	39	3	Bidder should have minimum average turnover of Rs.1000 Cr. (Rupees Fifty Crores only) in each of the last 3 financial years. Bidder must provide the details of turnover for last 3 years (FY-2020-21, 2021-22, 2022-23)	<p>Bidder's average turnover during last 2 years ending 31st March at least 50,00,00,000/ and should provide Audited / Certified Balance sheet, Profit & Loss account for past 2 years ending 31st March 2024</p> <p>Turnover between 50,00,00,000/- to 60,00,00,000/- - 5</p> <p>Turnover between 60,00,00,001/- to 90,00,00,000/- - 7</p> <p>Turnover above 90,00,00,000/- (90 Cr) - 10</p>	No Change in Original Clause

85	39	4	<p>The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2020-21, 2021-22, 2022-23)</p> <p>Company with net profit of up to 10% - 5</p> <p>Company with net profit of 10% to 15% - 10</p> <p>Company with net profit of more than 15% - 15</p>	<p>Bidder should be profitable company with net profit of at least 5% in last 2 years.</p> <p>Company with net profit of 3% - 5</p> <p>Company with net profit of 4 to 6% - 7</p> <p>Company with net profit 7% and above- 10</p>	Three consecutive Financial years statement from last 4 years
86	40	5	<p>Bidder should have direct presence for support in at least all the Four metro cities of India for related work.</p> <p>Company with spare warehouse in ten locations - 3</p> <p>Company with spare warehouse in twenty locations - 7</p> <p>Company with spare warehouse in more than twenty locations - 10</p>	<p>Request to modify the clause as below:-</p> <p>Bidder should have direct presence for support in at least all the Four metro cities of India for related work.</p> <p>Company with spare warehouse in ten locations - 3</p> <p>Company with spare warehouse in twenty locations - 7</p> <p>Company with spare warehouse in more than twenty locations - 10</p>	No Change in Original Clause
87	40	6	<p>The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <p>Up to 2 customer reference</p> <p>3 Customer reference</p> <p>4 Customer reference</p> <p>5+ Customer reference</p>	<p>Request to modify the clause as below:-</p> <p>The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 5 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <p>Up to 2 customer reference - 10 Marks</p>	<p>Revised Clause - The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <p>- Up to 2 customer reference - 1 Marks</p> <p>- 3 Customer reference - 5 Marks</p> <p>- 4 Customer reference - 7 Marks</p> <p>- 5+ Customer reference - 10 Marks</p>
88	41	10	The Bidder should be an authorized highest-level partner of OEM of solutions quoted in the bid	The Bidder should be an authorized partner of OEM of solutions quoted in the bid	Ok
89	31	4.1.3.8	The payment will be done on OPEX model as quarterly advance for the delivered services and goods.	<p>The payment will be done on Capex model for the delivered services and goods.</p> <p>80% on Delivery</p> <p>20% on Installation</p>	Revised to The payment will be done on OPEX model as quarterly arrears as per GFR Guidelines for the delivered services and goods.
90			Penalty	Penalty Capping @ 5% of Order Value	No Change in Original Clause
91	28	3.15	<p>Earnest Money Deposit (EMD) of Rs. 5,00,000 (Rupees Five lakh only) is required to be submitted, preferably by NEFT, by the Bidder along with submission of Bid documents as per the Schedule of events provided. It can also be paid by Demand Draft/ Bankers Cheque by the bidder along with the tender. The Demand Draft/Bankers Cheque must be issued in favor of 'ECGC Limited', payable at Mumbai</p>	BSNL is a 100% Government owned PSU. Also GeM is exempting EMD for Central Government/ PSU. Hence EMD may be waived off.	No Change in Original Clause

92	38	20	Bidders should be a profitable company for last 3 years.	BSNL is 100% Government owned PSU and providing the services in the rural area without considering any profit margin, where other operators are not providing the services. Hence this clause may be modified to EBITDA/ Networth positive.	No Change in Original Clause
93	39	1	Bidders Company should have at least 25-35 years of existence.	BSNL is formed on 01.10.2000 hence it is in existence for last 24 Years. It is 100% Government owned PSU and before 01.10.2000, it was being handled by Department of Telecommunication. On formation of BSNL, same network with same staff diverted to BSNL. Hence DoT period also may be counted for BSNL.	Revised to Bidders company should have at least 15-35 years of existence
94	41	9	Bidder Should have head office in Mumbai	BSNL is having its head quarter / Head Office at New Delhi and its other offices are situated in each & every State. For Maharashtra State, its main Circle office is Mumbai. Hence same may be considered	Revised to Bidders should have Head office/main circle office/ regional office in Mumbai.
95	41	10	The Bidder should be an authorized highest-level partner of OEM of solutions quoted in the bid	BSNL is having its empaneled System Integrators for providing the SDWAN solution. Empaneled SI are having business partnership with the OEM. Hence this clause may be modified accordingly.	No Change in Original Clause
96	39	3	The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2020-21, 2021-22, 2022-23)	The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY- 2021-22, 2022-23, 2023-24)	Any three Financial years from last 4 years
97	37	11	TIN of the bidder	GSTIN may be considered	Ok
98	40	6	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India	Revised Clause - The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India. - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks

99	44	Annexure 4	Technical Solution Requirements of SD-WAN Solution	The table doesnt contain SD-WAN solution compoenents specs like branch and hub gateway device ports count, type, dual/single PWS etc. Should the controller be on-prem or on-cloud etc? Help us with a detailed specs against which the technical compliance can be shared	Bidders are required to propose best optimized solution considering following configuration for reference: •For Branch : minimum 4 number of 100/1000BaseT Ethernet WAN/LAN L3 ports. •For Hub location: minimum 6x 10G SFP+ and 8x 1G electrical ports having dual Power Supply •Controller/Headend shall be on shared mode and in control of ISP's DC/NOC
100	5	1.2. Schedule of events	Last date for submission of Bids along with Earnest Money Deposit : 03:00 PM on 30.09.2024.	Request you to kindly extend the last date by minimum 6 weeks, as it's a very large bid in which lot of partners need to be engaged. Suggested Clause is: "Last date for submission of Bids along with Earnest Money Deposit : 03:00 PM on 15.11.2024. "	The revised bid submission date to be read as 03.10.2024
101	39	Annexure – 1: Eligibility Criteria; Table B - Criteria 1	Bidders Company should have at least 25-35 years of existence. - Company with 25-30 years of experience - 3 Marks - Company with 31-35 years of experience - 7 Marks - Company with 35+ years of experience - 10 Marks	This is very specific clause only supports couple of companies which are operational in country for more than 25 years in telecom space. This clause doesn't allow new generation and new technology players like us. Suggested Clause is: <u>"Bidders Company should have at least 2 - 5 years of existence.</u> <u>- Company with 2 - 3 years of experience - 3 Marks</u> <u>- Company with 3 - 4 years of experience - 7 Marks</u> <u>- Company with 5+ years of experience - 10 Marks"</u>	Revised Clause is "Bidders Company should have at least 15-35 years of existence." - Company with 15-25 years of experience - 3 Marks - Company with 25-35 years of experience - 7 Marks - Company with 35+ years of experience - 10 Marks

102	40	Annexure – 1: Eligibility Criteria; Table B - Criteria 5	<p>The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <ul style="list-style-type: none"> - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks 	<p>This is very specific clause. Please note that not many SDWAN projects are yet implemented in country. Also Kindly include option of large SDWAN projects with more number of links instead of multiple projects with less links. Suggested Clause is:</p> <p>"The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (<u>in past 3 years combined</u>) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <ul style="list-style-type: none"> - Up to 2 customer reference or <u>2000 SDWAN Links in a single project</u>- 1 Marks - 3 Customer reference or <u>2500 SDWAN Links in a single project</u> - 5 Marks - 4 Customer reference or <u>3000 SDWAN Links in a single project</u>- 7 Marks - 5+ Customer reference or <u>3500 SDWAN Links in a single project</u>- 10 Marks" 	<p>Revised Clause - The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.</p> <ul style="list-style-type: none"> - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks
103	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution - Criteria 1	<p>The bidder should be in business of providing network service / MPLS service for at least 5 years as on the date of this tender.</p> <ul style="list-style-type: none"> - Last 5 years - 10 Marks - Last 5-15 years - 15 Marks - More than last 15 years - 20 Marks 	<p>This is very specific clause only supports couple of companies which are operational in country for more than 5 years in telecom space. This clause doesn't allow new generation and new technology players like us. Suggested Clause is:</p> <p><u>"The bidder should be in business of providing network service / MPLS service for at least 3 years as on the date of this tender.</u></p> <ul style="list-style-type: none"> - <u>Last 3 years - 10 Marks</u> - <u>Last 3-5 years - 15 Marks</u> - <u>More than last 5 years - 20 Marks"</u> 	No Change in Original Clause
104	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution - Criteria 2	<p>The bidder must have successfully implemented at least 1000 MPLS VPN circuits for a single customer in the past 2 years.</p> <ul style="list-style-type: none"> - At least 1000 VPN circuits - 10 Marks - From 1000 to 2000 VPN circuits - 15 Marks - Above 2000 VPN circuits - 20 Marks 	<p>This is very specific clause only supports couple of companies which are operational in country for more than 5 years in telecom space. This clause doesn't allow new generation and new technology players like us. Suggested Clause is:</p> <p><u>"The bidder must have successfully implemented at least 1000 MPLS VPN circuits for a single customer in the past 5 years.</u></p> <ul style="list-style-type: none"> - <u>At least 1000 VPN circuits - 10 Marks</u> - <u>From 1000 to 2000 VPN circuits - 15 Marks</u> - <u>Above 2000 VPN circuits - 20 Marks"</u> 	<p>The bidder must have successfully implemented at least 500 MPLS VPN circuits for a single customer in the past 2 years.</p> <ul style="list-style-type: none"> - At least 500 VPN circuits - 10 Marks - From 500 to 1000 VPN circuits - 15 Marks - Above 1000 VPN circuits - 20 Marks

105	44	Annexure – 4: Technical Solution Requirements of SD- WAN Solution - Criteria 3	The bidder should have own NOC and should be operational for at least 5 years as on the date of this tender. - Last 5 years - 10 Marks - Last 5-10 years - 15 Marks - More than last 10 years - 20 Marks	This is very specific clause only supports couple of companies which are operational in country for more than 5 years in telecom space. This clause doesn't allow new generation and new technology players like us. Suggested Clause is: <u>"The bidder should have own NOC and should be operational for at least 2 years as on the date of this tender."</u> <u>- Last 2 years - 10 Marks</u> <u>- Last 2-5 years - 15 Marks</u> <u>- More than last 5 years - 20 Marks"</u>	No Change in Original Clause
106	44	Annexure – 4: Technical Solution Requirements of SD- WAN Solution - Criteria 4	The Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Centre (NOCs) working in failover mode. Exactly 2 NOCs - 10 Marks Between 3 – 4 NOCs - 15 marks 5 or more NOCs - 20 Marks	This is very specific clause only supports couple of companies which are operational in country for more than 5 years in telecom space. This clause doesn't allow new generation and new technology players like us. And normally a stable ISP has 2 NOCs only. Suggested Clause is: <u>"The Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Centre (NOCs) working in failover mode."</u> <u>Exactly 2 NOCs - 20 Marks"</u>	No Change in Original Clause
107	11	Scope of Work	14. The SD-WAN solution should be capable of utilizing both the links in following scenarios.	SDWAN devices should have 2 WAN ports and both links will be terminated on same SDWAN device at branch locations. please confirm if this understanding is correct.	Yes at Branch Level
108	11	Scope of Work	15.The SD-WAN Solution provided by the successful bidder should be horizontally scalable.	Need clarity on "Horizontal Scalability". Does it mean	boxes should support the soft upgrades without replacing installed SD WAN Box. Addition of new WAN boxes at same location should not be a problem with solution proposed.
109	11	Scope of Work	19. The solution provided should be running on dedicated hardware appliance at all locations.	Pls allow central controllers and orchestrators to be either run from Bidder /OEM cloud or bidder can deploy these on site in customer DC and DR sites as per bidder proposed solution.	Central controllers and orchestrators to be run from Bidder's on-premise data centre/NOC.
110	12	Scope of Work	24.The entire SD-WAN solution should be IPv6 logo certified from day 1.	IPv6 logo certification is a foreign certification which is generally used to bar MII vendors from participating in the Tenders. We humbly request you to remove this clause for allowing participation by MII vendors also for cost and technology advantage..	24.The entire SD-WAN solution should be IPv6 logo certified/ complied/ ready from day 1.
111	12	Scope of Work	31.All the hardware supplied should be appliance based, RACK mountable and should be from the same OEM and must be supplied with all related accessories, power cables, mounting kit etc.	Understand same OEM clause is related to SDWAN vendor only. For other network devices, as required b bidder to run the solution are not bound by this same OEM clause. Pls revert	Yes for SD WAN Box

112	12	Scope of Work	33.All the components of proposed SD-WAN Solution need to be on-premises. None of the Company's data should go to OEM cloud/premises for any reason.	Pls allow central controllers and orchestrators to be either run from Bidder /OEM cloud or bidder can deploy these on site in customer DC and DR sites as per bidder proposed solution.	central controllers and orchestrators to be run from Bidder on premises data centre
113	13	Scope of Work	40.The bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations. ECGC will provide necessary infra for that resource	1. Pls revert with the count of resources required and also the location where the resource is(are) required. 2. Do you need on site resources during operation and maintenance post 3 months of Installation and Commissioning. If Yes, Pls revert with the count of resources required and also the location where the resource is(are) required.	Minimum One Resource at ECGC Head office for complete implementation and commissioning of SD-WAN, and He should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations.
114	14	Scope of Work	48. The Bidder shall ensure to Mitigate various audit points, Compliance and Mitigation of vulnerability assessment (VA)/Penetration Testing (PT) points at no cost to the Company within mutually agreed timelines as and when any advisory/bugs/vulnerabilities released/suggested by competent authority/organization/Company at any point of time during the validity of the contract period, except for those cases where in the applicable patch/fix/OS is not yet released/declared stable by the OEM. However, in such cases, it is responsibility of the bidder to ensure that such requirement of the company is completed satisfactorily within least possible and stipulated timeframe.	Understand that VAPT tests will not be conducted by bidder. However bidder need to comply to the observations raised by customer if they conduct VAPT or audit tests through 3rd party agency by themselves. Pls revert whether understanding is correct.	A preliminary VAPT shall be conducted by bidder internally and mitigation shall be implemented in addition to VAPT findings reported by ECGC.
115	15	Scope of Work	54.Bidder should provide login id details to company for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the Company.	Bidder will provide Self care portal with login credentials for raising service requests and view performance reports .Any login credentials of OEM portal will not be provided to customer. Pls revert.	Yes
116	15	Scope of Work	56.Company should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on Bidder.	Customer can not raise any TAC case directly with OEM. Since the devices are under management of bidder, only bidder can raise TAC Case with OEM.	Ok through selected bidder.
117	15	Scope of Work	57. The bidder must rack mount the equipment, tagging of asset-id (as provided by the Company), configuring the proposed equipment & parts as per requirement. Bidders need to install new proposed equipment into network rack and perform power-on self- test (POST).	Since devices are under management by bidder, bidder will assign the Host ID as per bidder nomenclature policy. Post expiry of contract, when the asset ownership is transferred to customer, then customer can assign any customer decided asset ID to the devices. Bidder can assist customer how to assign the asset ID to the device.	Ok
118	15	Scope of Work	59.The bidder should appoint and depute a dedicated Project Manager for the deployment of devices and providing support services who will act as a Single Point of Contact (SPOC) for the company. He shall be responsible for proper co-ordination with respective SPOC at each site for proper delivery, installation, and commissioning of the devices at locations mentioned in the PO.	Understand that bidder will assign a dedicated Project Manager for the project but the project manager will work from bidder office only i.e. he/she will not be deployed in-site at customer site. Moreover , the project manager will act as Single point of contact in bidder company during delivery of project only. Pls revert whether understanding is correct.	Minimum One Resource at ECGC Head office for complete implementation and commissioning of SD-WAN, and He should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations.

119	16	Scope of Work	60. The bidder must depute sufficient onsite resources including project manager / coordinator to complete the project within RFP timelines. The Project Manager has to supervise project coordination activity for all locations, ensure configuration and turn up of services as per defined plan and then handing over to ECGC for testing.	Understand that bidder will assign a dedicated Project Manager for the project but the project manager will work from bidder office only i.e. he/she will not be deployed in-site at customer site. Moreover , the project manager will act as Single point of contact in bidder company during delivery of project only. Pls revert whether understanding is correct.	Minimum One Resource at ECGC Head office for complete implementation and commissioning of SD-WAN, and He should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations.
120	16	Scope of Work	62. The Bidder/ Onsite Resource/ Project Manager will be required to do end to end coordination with company's existing SI and other vendors to troubleshoot the issue.	Pls provide name and contact details of company's existing SI.	Will be shared with successful Bidder
121	16	Scope of Work	69.The bidder should connect the network to their NOC (24*7) with DR facility in different seismic zone for monitoring and providing various NOC reports such as device/link uptime, link utilization.	Request amendment the clause to: The bidder should connect the network to their NOC (24*7) with DR facility in different cites or in different seismic zones for monitoring and providing various NOC reports such as device/link uptime, link utilization.	No Change in Original Clause
122	17	Scope of Work	72. The Bidder's core network infrastructure should be enabled with 6 class of service model with separate traffic management for multiple voice/data traffic with QOS feature.	Pls amend the cluse to following: The Bidder's core network infrastructure should be enabled with minimum 4 class of service model with separate traffic management for multiple voice/data traffic with QOS feature.	No Change in Original Clause
123	17	Scope of Work	75. The Bidder should have at least 50,000 KM of their own Fiber connectivity across India along with minimum 100 MPLS POPs and 500 RF PoPs across India.	Pls amend the cluse to following: The Bidder should have at least 4,00,000 KM of their own Fiber connectivity across India along with minimum 500 MPLS POPs and 1,50,000 Base Stations for mobile services across India.	No Change in Original Clause
124	17	Scope of Work	78. The SD-WAN box should have minimum 4 GB DRAM memory.	Request to remove the clause. Let bidder propose suitable device meeting the requirements.	Ok
125	17	Scope of Work	80.The system should allow creation of multiple end to end segments (min 25) and per segment topology within the network It should also support for Advanced topologies: 3 types of Hub and Spoke, Full Mesh and partial mesh and SHHS,	1. Need clarity on "End to End Segments" 2. What is "SHHS"?	End to End Segments: Contrary to conventional topology-specific technologies such as VLANs and MPLS, network-wide segmentation ensures that traffic belonging to specific to a group of users or a particular application remains isolated for the entirety of its transmission from source to destination.
126	18	Scope of Work	81. The system should balance the network traffic on per packet and per session based as per requirement	These clauses restrict the OEM. Therefore pls remove the clause and allow bidder to provide technology suiting customer needs.	No Change in Original Clause
127	18	Scope of Work	83. The box should support integration with SOC monitoring tools, Antivirus, NAC solution, NMS etc. The box should also support for SASE using a single dashboard for SDWAN and SSE for future requirements	As we understand Client already having SOC monitoring tool and want to integrate SDWAN solution in SOC tool. Please confirm if this understanding is correct and share existing infra details which need to be integrate and mention expected outcomes.	Will be shared with successful Bidder

128	18	Scope of Work	84. Should be TL9000 certified, ITIL compliant and have ISO 9001 and ISO 27001 for their remote support centre / managed services / NOC, 24*7*365 basis centralized Network Operation Centre (NOC) with DR facility to take care of the network management for the company and having capability of generating standard pre-formatted SLA compliance/ Customized web-based NMS report for Real Time or for historical period.	Request amendment in clause to: Should be TL9000 / ISO 9001 certified, ITIL compliant and have ISO 27001 certificate.	OK
129	31	4.1.4 Damages/ Liability clause.	Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor)- 5% of the Total contract value per week, and proportionally for the part of the week. Maximum 10%	Request amendment to 0.5% of total contract value per week of delay with upper limit of 5% of total contract value.	No Change in Original Clause
130	31	4.1.4 Damages/ Liability clause.	Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)- 5% of the contract value per week, and proportionally for the part of the week. Maximum 10%	Pls delete the clause. It is show stopper for bidding.	No Change in Original Clause
131	32	4.1.6 Service Delivery Period	The SI will be required to install, configure, commission and migrate existing SD-WAN to new proposed SD-WAN solution.	Who is current SDWAN provider and at how many sites Current vendor has deployed SDWAN service.	Will be shared with successful Bidder
132	36	4.1.19 Service Level Agreement (SLA)	For all devices & Links at DC/DR and other locations: The system installed must give an uptime of 99.99% on quarterly basis	Request amendment to 99.5% uptime on quarterly basis.	Revised as 99.90%
133	39	Table-B: Eligibility Marks will be awarded as per below criteria.	Bidders Company should have at least 25-35 years of existence	Request amend to : The bidder company should have minimum 5 years of operation as on 31st March 2024.	Revised as Bidders Company should have at least 15 years of existence
134		Additional Query	Additional Query	Need Clarity whether Customer will provide following at all sites? 1. UPS Power approx. 100W 2. Network rack Space approx. 3RU 3. Proper earthing with E-N voltage <2 Volt	SD WAN is already functional at ECGC
135		Additional Query	Additional Query	Please specify SDWAN device technical specs for DC, DR and hub locations	Bidder has to propose as per BW and other requirements given in the RFP

136	10	8, 9, 13, 32	<p>8. Bidder should also take adequate care to avoid quoting network equipment going End-of-Sale within 1 year of date of supply of the equipment to the Company and network equipment going End-of-Support during the tenure of the contract.</p> <p>9. Bidder should ensure that proposed network equipment should not go end-of-support within 5 years from the date of the Purchase Order. Bidder should produce an Authorization Letter in favour of ECGC with reference to this RFP assuring full guarantee and warranty obligations for a MINIMUM period of Five years from the date of PO released.</p> <p>13. The network equipment should be provided with 5 years of on-site comprehensive warranty which will start from the date of complete migration of all locations to new Subsequently, Bidder shall provide the AMC/ATS/ARC support for the MPLS and Internet links during the warranty period. Bidder is required to co-ordinate with Company's existing System Integrator for Facilities Management Services throughout the tenure of the contract</p> <p>32. The delivered Hardware (/Appliance) Products should carry onsite comprehensive 5-year warranty thereof and the same should be back lined with OEM and proof of the same should be submitted to the company. Five years warranty proof should be submitted immediately after installation signoff.</p>	Warranty /defect liability clauses not applicable for the services provided under this Tender. Bidder shall be responsible for the operation and maintenance of the services in accordance with the SLA agreed for the entire duration of the contract.	No Change in Original Clause
137		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	<p>4.1.4 Damages/ Liability clause. The Vendor shall adhere to the terms & conditions, timelines, and all requirements stipulated in the RFP document, Tender, and the Contract. In case of breach of the same, ECGC reserves the right to recover from the Vendor liquidated damages arising due to the loss suffered by ECGC due to non-adherence to the conditions, or for any harm caused to ECGC 's property including IT Assets/data.</p>	Liquidated Damages should be linked to only delays arising due to the Bidder, and not for all losses suffered otherwise due to any breach of the terms and conditions or performance breaches. Request modification.	No Change in Original Clause
138		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	<p>4.1.7 Termination ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract. ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.</p>	For any material breach, request customer to provide a cure period of 90 days for rectification, if the Bidder fails to rectify the same within the cure period, the contract can be terminated.	No Change in Original Clause

139		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	4.1.8 Indemnity The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the Team / resources, except for those explicitly provided by / authorized by ECGC.		No Query
140		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	4.1.17 Intellectual Property Right (IPR) The Vendor shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials , artifacts etc. All documents related to such shall be treated as confidential information by the Vendor. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd.	There will be no transfer or assignment of intellectual property rights under the contract. Each party shall continue to own its respective Intellectual Property. Kindly modify	Ok
141		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	4.1.18 Representation and Warranties Vendor servicing the Company should comply with the Company's IS Security policies in key concern areas relevant to the activity, the broad areas being: i. Responsibilities for data and application privacy and confidentiality. ii. Responsibilities on system and software access controls and administration. iii. Custodial responsibilities for data, software, hardware and other assets of Company being managed by or assigned to vendor.	Company's IS Security policy will be followed by Bidder when in Company's premises and having access to company's system and software. Request company to share its IS policy for our review.	Will be shared with successful Bidder

142		Section 4 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)	4.1.19 Service Level Agreement (SLA)	Request customer to add the following exclusions from downtime penalty calculations: 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 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 the 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 viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Bidder due to non payment by Customer, or under any regulatory direction or instructions. xii. Force Maieure Events	No Change in Original Clause
143	57	Annexure – 10: Non-Disclosure Agreement Format	6. Term This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.	Perpetual confidentiality obligation cannot be agreed. Request a definite term for the survival of confidentiality obligation. We propose confidentiality obligation of the parties shall survive for the term of this Agreement and 2 years post termination/expiry of the Agreement.	No Change in Original Clause
144			Additional Term proposed by Bidder	Customer shall execute Customer Application Form, Commercial form and all other regulatory documents as required for subscription of connectivity services in India.	Ok

145			Additional Term proposed by Bidder	The aggregate liability of the bidder shall be capped to the annual total contract value under this agreement.	No Change in Original Clause
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