

<a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a>	<b>Corrigendum-3</b>	
	<b>To Tender Ref No:</b> NSU/PIA/ASCON/001/156 dt:10.11.2020	
	NSU/PIA/ASCON/001/168	
DATE 24/11/2020		
Dear Sir / Madam,		
Tender Ref No: NSU/PIA/ASCON/001/156 dt:10.11.2020 for SELECTION OF "PROJECT IMPLEMENTATION AGENCIES [PIA]" FOR THE ROLLOUT OF OPTICAL FIBRE NETWORK FOR ARMY having due date as on 01.12.2020, 12.30 Hrs, the Corrigendum 1 was issued on 20/11/ 2020 ,then the Corrigendum 2 was issued on 24/11/2020 and then Corrigendum 3 regarding following points.		

Clarifications to pre-bid queries against Tender No. NSU/PIA/ASCON/001/156 dated:10.11.2020 for SELECTION OF "PROJECT IMPLEMENTATION AGENCIES [PIA]" FOR THE ROLLOUT OF OPTICAL FIBRE NETWORK FOR ARMY

Bidder	Sr No	Section No. of Tender doc	Clause No.	Page No. of Tender doc	Brief Description of the clause	Bidder Queries/Suggestion	Reply of ITI Limited
L&T	1	I	1.3	3	Right of Way.	1) Please clarify as to who shall be signing the applications for RoW permissions. 2) Incase of requirement of BGs by the RoW authorities, the same shall be submitted by ITI ltd. Pls. confirm.	1)To be signed as per the directions and stipulations of Row Authority. 2) As stipulated by Row Authorities. A limitation upto contract period,when submitted by PIA.
Vindhya telelinks	2	Scope of Work	1.3	3	.....Commissioning of Optical Fiber Network.....	We understand that term "Commissioning" used in this clause and all other clauses in the tender means "successful completion of Acceptance Testing of individual OFC link/ route as per relevant clauses of the tender and issue of commissioning memo by ITIL. Please confirm.	Clause has required clarity when read in totality. No change.
L&T	3	I	1.3	3	Restoration.	1) Restoration in civil areas ( outside defense premises/jurisdiction ) shall be done by the respective ROW agency for which the bidder has to pay the ROW charges and ITI Ltd. shall reimburse the same. Pls. confirm. Incase ROW agency insists on restoration to be carried out, the same can be carried out by the bidder at an additional cost with margin basis.  2) Restoration in defense campuses / defense jurisdiction / cantonment areas - For such locations, ITI ltd. to bring out the quantities of various types of restoration required to be done to enable bidders to quote the rate against the same for at-par evaluation of the bid.	As per RFP
Polycab	4	SECTION I: INTRODUCTION TO THE PROPOSAL	1.3 Scope of Work	3	The general scope of work would include, Trenching (open trenching/HDD where ever applicable), Laying of Ducts, Pulling Fibre through the Duct, Installation, Testing, Restoration and Commissioning of Optical Fiber Network as per the specifications, along with obtaining (Right of Way) RoW and Public ROW permissions from respective agencies after route survey as required. The detailed Schedule and Scope of Work is also provided in the Tender Document.	Right of Way (RoW) from various utilities eg. NHAI, Municipal Bodies, NHAI, Forest, Railways etc and Defence (Army) :- a) Documentation and required paper work/formalities to be provided by ITI. PIA will do required preparation of data, drawing, prepare paper work and submission behalf of end-customer. b) Application and approval will be under name of Defence (Army) and MSI is M/s ITI Ltd. hence "demand note" and requisite to pay will be in favor of "Applicant only hence associated SD/Charges/BG must be paid by " Defence/Ms ITIL only. Their are taxation issue and associated refund will also come under applicant name only. ROW and associated charges/SD/BG to be paid by PIA is not viable here. c) PIA will do call coordination, liaising and approval for ROW with applicable agency however PIA should not be liable due to "delay in ROW" permission. PIA is liable if he does not submit application and required paper work for obtaining ROW approval. Incase ROW does not come in 30 days then LD should not be applicable on PIA. Please confirm.	As per RFP
Vindhya telelinks	5	Section II	Note (i)	4	The HDPE Duct, Optical Fibre Cable and FDF shall be supplied by ITIL	Since key material required for laying of OFC will be supplied by ITIL and no work can be started by PIA without availability of material. delivery schedule should be counted from the date of receipt of material at site. The same may please be confirmed.	As per RFP
Vindhya telelinks	6	Section II	Note (i)	4	The HDPE Duct, Optical Fibre Cable and FDF shall be supplied by ITIL	All material like duct, OFC & accessories shall be supplied by ITIL and any delay in delivery of material shall not only delay the link completion but will also result in idling cost as well as cost of mobilisation & demobilisation for the PIA. Therefore it is important that loss to PIA due to any delay from ITI side in delivery of material should be suitably compensated. Please confirm that in case of delay in delivery of material after start of work ITIL shall compensate PIA with the idling and other costs as per the actual claim submitted by the PIA.	As per RFP

L&T	7	II	2.1	4	After final acceptance, the OFC routes need to be maintained during warranty period of two years (at the option of ITIL).	We request to clearly identify the scope of Acceptance. We presume that link wise acceptance will be applicable and the warranty shall start link wise based on the individual link acceptance dates.	As per RFP
HFCL	8	II	2.1 Note iii	4	The OFC Network proposed shall normally be underground only, except in exceptional circumstances wherein it may be required to lay it aerially as per the site compulsions, after specific pre approval of the user. The difficulty of strata alone shall not be the valid reason of such deviation.	Pls confirm for the aerial installation pole and aerial cable accessories pertaining to laying of cables aerially will be provided by ITIL for this Project	All accessories for aerial cable will be supplied by PIA except Cable.
L&T	9	II	2.1	4	(ii). Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	Please elaborate more on this. As per our understanding, once bid prices are declared/quoted it will be difficult for bidders to arrange such fixing of upper ceiling. We would request ITI Ltd. to let us know the max. possible ceiling price against such items so as to consider the same while bidding.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Vindhya telelinks	10	Scope work	2.1	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	Fixing of ceiling price by ITIL for the items to be supplied by PIA shall create conflict with the OEMs and may create other disputes also. ITIL may clarify such items for the sake of clarity and supply the same to PIA, free of cost. Prices of such items considered by ITIL may also be disclosed as the same may be required which working out and quoting rates by the PIA.	As per RFP
Vindhya telelinks	11	Scope work	2.1	4	wherein it may be required to lay it aerially as per the site compulsions	The installation guidelines of Aerial OFC for Zone I & Zone III are available. Its is requested to please issue the installation guidelines of Aerial OFC for Zone II.	Applicable to all the zones
Vindhya telelinks	12	SCOPE OF WORK (General)	2.1	4	(i). The HDPE Duct, Optical Fibre Cable and FDF shall only be supplied by ITIL, rest all other allied material viz. Bricks, Joint Chambers, Route Indicators/RCC Pipes/GI Pipes and Masonry works etc. to be arranged and supplied by the PIA. Lid for joint closures/ chamber, Manhole etc needs to be embossed as per requirement/instruction.	We understand that no SAT (site acceptance test) will be required for non sor items like Bricks, Joint Chambers, Route Indicators/RCC Pipes/GI Pipes and Masonry works. Please confirm.	No bar. User's prerogative.
HFCL	13	II	2.1(ii)	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	Request to list out the products and proposed OEMs for which MAF is required to be taken.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
TCS	14		2.1.ii	4		Request you to please elaborate on how arrangements with OEM's will be done. Does ITI recommends OEM's specifically to the bidders ?	As per RFP
Polycab	15	SECTION I: INTRODUCTION TO THE PROPOSAL	OFC Links: Note: (ii)	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	We understand that all the items mentioned in ANNEXURE VII (Page no. 171) [i.e. Warning Tape, Joint Closure, GI Pipe, RCC Pipe, Electronic Route Marker, DWC pipe, Chamber, Bricks, Electronic Locator ] shall be supplied by PIA and all other items like OFC, HDPE Pipe, HDPE accessories & FDF shall be supplied by ITI and PIA do not have to buy them from OEM's directly. Please confirm	As per RFP
Polycab	16	SECTION II: SCOPE OF WORK (General)	OFC Links: Note: (ii)	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	To ensure fair bidding kindly quantify the supply items in the price BOQ zonewise. However payment shall be made on actual consumption zonewise.  Kindly consider and clarify.	As per RFP
Polycab	17	SECTION II: SCOPE OF WORK (General)	OFC Links: Note: (ii)	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	1. As per RFP PIA shall supply only items mentioned in ANNEXURE VII (Page no. 171) [i.e. Warning Tape, Joint Closure, GI Pipe, RCC Pipe, Electronic Route Marker, DWC pipe, Chamber, Bricks, Electronic Locator ] and out of these are standard make items. Only route marker OEM name is mentioned, we request to confirm on details of standard make to be proposed by supply items. 2. Kindly confirm on No. of MAF (Manufacturing Authorisation Form) which can be put for each supply line item.	As per RFP
Polycab	18	SECTION II: SCOPE OF WORK (General)	OFC Links: Note: (ii)	4	Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	We understand these shall be supplied by PIA, however on award of contract to L1 bidder M/s ITI will control the prices and ensure to compensate to PIA towards any escalation in price by MAF based supplier's. Kindly confirm	As per RFP

Polycab	19	SECTION II: SCOPE OF WORK (General)	OFC Links: 2.1 (ii)	4	(ii). Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	1. Kindly confirm the items which are MAF based. 2. Please confirm ensuring supplies from MAF based OEM will be in scope of ITIL, not PIA. 3. Any delay in supply from MAF based OEM by ITI to PIA, shall not lead to imposition of L/D on PIA. Please confirm. Also confirm the list of OEMs for such items	As per RFP
Karvy	20	SECTION III: MINIMUM ELIGIBILITY CRITERIA, Point 2	Sl. No 2 Point (e)	Page No 5, Page No 57,	The bidder's Average Annual Financial Turnover from the Provisioning of Telecom Infrastructure during the last 3 years, ending 31st March-2020 must be at least, as given at Table (I) appended below as per Zone(s) bid for.	The bidder's Average Annual Financial Turnover from IT/ITES/ICT/eGovernance/Government/PSU Projects/Telecom Infrastructure business during the last 3 years, ending 31st March-2020.	As per RFP
L&T	21	III	Sl no 2	5	The bidder's Average Annual Financial Turnover from the Provisioning of Telecom Infrastructure during the last 3 years, ending 31st March-2020 must be at least, as given at Table (I) appended below as per Zone(s) bid for.	Turnover from <b>ICT and IT projects</b> may also be accepted in addition to "Telecom Infrastructure" Projects, as being the practice in the industry. Kindly confirm.	As per RFP
Tata Proj.	22		Section III, Cl. 1	5	The bidder must be, a company registered under the Companies Act, 1956/2013 or LLP, under LLP act 2008 or Partnership firm under Partnership Act 1932 and should be in operation for at least 5 years in the business of creating Telecom Infrastructure.	Please change the clause to "The bidder must be, a company registered under the Companies Act, 1956/2013 or LLP, under LLP act 2008 or Partnership firm under Partnership Act 1932 and should be in operation for at least 5 years in the business of creating Telecom Infrastructure/ <b>EPC Infrastructure.</b> "	As per RFP
Tata Proj.	23		Section III, Cl. 2	5	The bidder's Average Annual Financial Turnover from the Provisioning of Telecom Infrastructure during the last 3 years, ending 31st March-2020 must be at least, as given at Table (I) appended below as per Zone(s) bid for.	Please change the clause to "The bidder's Average Annual Financial Turnover from the Provisioning of Telecom Infrastructure/ <b>EPC Infrastructure</b> during the last 3 years, ending 31st March-2020 must be at least, as given at Table (I) appended below as per Zone(s) bid for."	As per RFP
Tata Proj.	24		Section III, Cl. 2	5	The bidder's Average Annual Financial Turnover from the Provisioning of Telecom Infrastructure during the last 3 years, ending 31st March-2020 must be at least, as given at Table (I) appended below as per Zone(s) bid for. Document proof to be submitted " Audited financial statements for the last 3 years (2017-18, 2018-19 and 2019-20) to be enclosed. In case, 2019-20 Balance Sheet is not audited till bid submission, CA Certified report shall be accepted to be supplanted by audited report soon, it is available."	Please change the document proof clause to "Audited financial statements for the last 3 years (2017-18, 2018-19 and 2019-20) to be enclosed. In case, 2019-20 Balance Sheet is not audited till bid submission, CA Certified/ <b>Company Secretary Certified</b> report shall be accepted to be supplanted by audited report soon, it is available ."	As per RFP
Tata Proj.	25		Section III, Cl. 3	5	The bidder should be financially strong, profitable having Positive Net worth in each of the last 3 financial years. Document proof to be submitted " Audited Balance Sheet for the last 3 years (2017-18, 2018-19 & 2019-20) from Statutory Auditors/CA."	Please change the document proof clause to " The bidder should be financially strong, profitable having Positive Net worth in each of the last 3 financial years. Document proof to be submitted " Audited Balance Sheet for the last 3 years (2017-18, 2018-19 & 2019-20) from Statutory Auditors/CA/ <b>Company Secretary</b> ."	As per RFP
Tata Proj.	26		Section III, Cl. 5	5	The Bidder must have successfully executed OFC laying projects (Under Ground), during the last five years (till 31st March'2020). The essential minimum eligibility experience sought in this regard is given in Table-(I) below as per the Zone(s) intended for Bidding. The OFC work experience submitted, must also consist of rollout in hilly terrain as mentioned in Table-(I).	Please change the clause to " The Bidder must have successfully executed OFC laying projects (Under Ground), during the last five years (till <b>last date of bid submission</b> ). The essential minimum eligibility experience sought in this regard is given in Table-(I) below as per the Zone(s) intended for Bidding. The OFC work experience submitted, must also consist of rollout in hilly terrain as mentioned in Table-(I).	As per RFP
Polycab	27	SECTION II : SCOPE OF WORK (General)	Section III	5	Minimum Eligibility Criteria Sno. 6 - List of Routes/Location and details of User & Agencies with self certification of having coordinated to obtain the RoW	In view of NDA signed with end client / agencies like ONGC/GAIL etc. by bidder's. It is requested to kindly consider self certification with details of Agencies and total quantity (Km) RoW obtained.	As per RFP
HFCL	28	III	5	5	The Bidder must have successfully executed OFC laying projects (Under Ground), during the last five years (till 31st March'2020). The essential minimum eligibility experience sought in this regard is given in Table-(I) below as per the Zone(s) intended for Bidding. The OFC work experience submitted, must also consist of rollout in hilly terrain as mentioned in Table-(I).	We understand that the prior experience of OFC roll-out in hilly terrain is required to be submitted only by those bidders who are quoting for Zone-I and Zone-III. The bidder quoting for Zone-II, need not to submit any documentary evidence for such experience. Please confirm.	The clause has necessary clarity. No amendment required.
Karvy	29	SECTION III: MINIMUM ELIGIBILITY CRITERIA, Point 5	Sl. No 5	Page No 5,	The Bidder must have successfully executed OFC laying projects (Under Ground), during the last five years (till 31st March'2020). The essential minimum eligibility experience sought in this regard is given in Table-(I) below as per the Zone(s) intended for Bidding. The OFC work experience submitted, must also consist of rollout in hilly terrain as mentioned in Table (I).	Request to Consider, The Bidder must have successfully executed OFC laying projects (Under Ground), during the last five years (till 31st March'2020. (Instead of Highlighting essential minimum eligibility in Hilly Terrain Rollout)	As per RFP

L&T	30	III	SI no 5 & Table (I)	5 & 6	The OFC work experience submitted, must also consist of rollout in hilly terrain as mentioned in Table-(I).	Very few PIAs have exclusive experience in Hilly areas for OFC rollout. This being a restrictive clause, will not allow sufficient responsive bids for the tender. We request you to allow bidders with adequate experience in similar nature / complexity and volume of works like experience in Power Transmission and Distribution Lines ( HT & LT Lines ), Underground Electrical Cables, Aerial Bunched cables, etc. in such hilly terrains.	As per RFP
Tata Proj.	31		Section III, Table 1	6	TABLE-(I): Essential Eligibility Criteria (Zone Wise):	As per RFP we understand that from single project minimum laying experience should be 2500km . We request you to clarify OFC laying experience from one single projects having more than 2500Km can be considered for meeting the qualification criteria.	As per RFP
L&T	32	III	Table (I)	6	# The companies, bidding for multiple Zones, need to meet minimum essential criteria Cumulatively, prescribed for such Zones. In case the cumulative credentials fall short of multiple bids attempted, first opened first serve criteria shall be adopted.	In case a bidder has submitted bids for two packages and the cumulative experience falls short as per this particular clause, we request to elaborate on how the evaluation/selection of bid for opening of price shall be considered. We presume that, only the price bid which seeks higher Techno-Commercial credentials shall be opened.	As per RFP
Polycab	33	SECTION II : SCOPE OF WORK (General)	Table (I)	6	Essential Eligibility Criteria (Zone Wise) OFC Laying Experience (KM) - In Hilly Terrain * Hilly Terrain would mean OFC Routes, having mean HASL above 3,000 Meters for Zone-I and 2,000 Meters for Zone-III	We would like to submit that underground OFC laying is based on work execution done in various types of Soil strata (Soft/ Normal / Hard / Rocky), the changes in strata has no correlation with HASL. We have worked out on more than 20,000km of OFC laying work in all types of soil strata and therefore we request you to kindly consider such work experience instead of criteria as mentioned (Hilly Terrain -1000km for Zone 1 & 500km for Zone 3)  Please confirm.	As per RFP
Karvy	34	SECTION III: MINIMUM ELIGIBILITY CRITERIA, Point 7	SI. No 7	Page No 6,	The PIA must maintain a team of Supervisors/Engineers/Technicians at its permanent rolls from at least past one year, to help efficient delivery of project awarded and maintain the OFC network post execution. Minimum manpower	Request to Consider, Self- Certification by Authorised Signatory for Manpower Capability of Organisation for successful execution of the awarded work may please be considered.	As per RFP
DEPL	35		Table (I)	6	ISO Certification - TL9000/ISO 9001:2015	Both the certificate required or any of one TL9000/ISO 9001:2015	Either / Or
DEPL	36		Table (I)	6	Turn-Over Zone II - 275 Cr. Zone III - 200 Cr.	In case Bidder having turnover of 275 Cr then can he bid for two separate zones	As per RFP
Karvy	37	TABLE-(I): Essential Eligibility Criteria (Zone Wise):	TABLE-I	Page No 6,	ISO Certification-TL-9000/ ISO 9001:2015	Request to Consider Either TL-9000 or ISO 9001:2015	Either / Or
Karvy	38	TABLE-(I): Essential Eligibility Criteria (Zone Wise):	TABLE-I	Page No 6,	OFC Laying Experience	Request to Consider only Overall Total OFC Laying Experience (Instead of Single Project Experience and Hilly Terrain Experience)	As per RFP
Karvy	39	TABLE-(I): Essential Eligibility Criteria (Zone Wise):	TABLE-I	Page No 6,	OFC Laying Experience	Request to Consider Revising the Total OFC Experience of 1000 KMS Under Ground Cable Laying	As per RFP
Karvy	40	TABLE-(I): Essential Eligibility Criteria (Zone Wise):	TABLE-I	Page No 6,	Solvency	Request to Consider Revising the Solvency requirements for the Tender – INR 10 Crores for Zone 1, Zone 2 and Zone 3.	As per RFP
TCS	41		TABLE-(I): Essential Eligibility Criteria (Zone Wise):	6		Under the category of OFC Laying Experience (KM) - <b>SINGLE PROJECT</b> : can we showcase multiple POs / WOs and cumulative KMs from same customer	As per RFP
STL	42	III	TABLE-(I): Essential Eligibility Criteria (Zone Wise)	6	The companies, bidding for multiple Zones, need to meet minimum essential criteria Cumulatively, prescribed for such Zones. In case the cumulative credentials fall short of multiple bids attempted, first opened first serve criteria shall be adopted.	We understand that if a company meets the minimum essential criteria for multiple zones by using the credential of a single project (whose quantum is greater than the sum of minimum essential requirements of each zone), it shall suffice the requirement for bidding multiple zones.  Please confirm.	As per RFP

L&T	43	III	Table (I)	6	EMD for Zone 1: 6.5 Crs Zone 2: 5.5 Crs Zone 3: 4.0 Crs	As per the office memorandum issued by the Government of India - Ministry of Finance dated 12-11-2020, no EMD / Bid Security provision shall be kept in the Bid documents and the Bidders may be asked only to sign "Bid Security Declaration". Considering this office memorandum, we request you to waive-off the EMD requirements against this tender and arrange to furnish a format for "Bid Security Declaration" for the PIAs to follow.	Shall be followed in future, on receipt from relevant Quarters. No change in Clause.
DEPL	44		1.4.5	8	EMD valid for minimum period of 150 days from the date of bid opening	EMD validity should be 120 days as per BID validity period (as per 1.4.4)	As per RFP
STL	45	IV	1.4.6	8	The successful bidder shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI Ltd for an amount equal to 10% of the work awarded valid for three years. The PBG should be submitted latest within 14 days from the date of ITI's requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project.	As per the latest notification issued by Ministry of Finance, Govt. of India vide F.9/4/2020-PPD dated 12th Nov 2020, the Performance security to be submitted by the successful bidder shall be 3% of the contract value, hence request you amend the clause as follows: "The successful bidder shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI Ltd for an amount equal to 3% 40% of the work awarded valid for three years. The PBG should be submitted latest within 14 days from the date of ITI's requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project."	Shall be followed in future, on receipt from relevant Quarters. No change in Clause now.
Vindhya telelinks	46	SECTION IV: INSTRUCTIONS TO BIDDERS	1.4.6	8	The successful bidder shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI Ltd for an amount equal to 10% of the work awarded valid for three years.	As per notification no.F-9/4/2020-PDD dated 12.11.2020 issued by Ministry of Finance value of Performance Security has been reduced to 3%. We, therefore, request you to amend this clause as "The successful bidder shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI Ltd for an amount equal to 3% of the work awarded valid for three years"	Shall be followed in future, on receipt from relevant Quarters. No change in Clause now.
L&T	47	IV & VIII	1.4.6 & 6.1	8 & 25	PBG value - 10%.	As per Office Memorandum ref - F.9/4/2020-PPD from "Ministry of Finance", Procurement policy division, dated. 12.11.2020, bids with PBG of 3% should be allowed. We request you to consider the same and issue suitable amendment in this regard.	Shall be followed in future, on receipt from relevant Quarters. No change in Clause now.
L&T	48	IV & VIII	2.3 of Section IV & 6.1 and 6.4 of Section VIII	10 & 25	Section IV - Page 10 2.3 Important Information SI no 13 Validity of the contract - Three Years (extendable)  Section VIII - Page 25 6. PERFORMANCE SECURITY: 6.1 The successful bidder shall submit a bank guarantee for an amount equivalent to 10% of the value of work awarded at the Tender approved price as security deposit (Bank Guarantee) towards performance of the contract called PBG within 14 days from the date of issue of LOI, in favor of 'ITI Limited, (NS Unit), payable at Bengaluru from any scheduled bank in India, <b>valid for 36 months extendable till the completion of Network Acceptance Testing and starting of warranty Phase.</b>  6.4 Before release of PBG, the PIA shall submit a Bank Guarantee equivalent to 5% of the value of work awarded at the Tender approved price towards performance of maintenance during warranty, <b>called PWBG for a period of 24 months, if ITIL decides to give maintenance to the PIA during Warranty period.</b>	We understand that the project completion period is 3 years from the date of LOA and warranty period would be 2 years from the date of final taking over of Integrated network. M/s. ITI Ltd may also award (if it decides so) maintenance contract for 2 yrs, concurrently to run along with warranty period (at the quoted maintenance rates of bidder).  Since all the active Equipment and important passive items like OFC, HDPE, FDF, etc are going to be supplied by M/s. ITI Ltd, we request you to accept warranty period of 24 months to commence from the date of individual end-to-end OFC link connectivity and acceptance testing of passive part link wise. Please confirm.	As per RFP
L&T	49	IV	3.1	11	Delivery point for material supplied by ITI Ltd.	1) We request you to confirm the various Delivery points for respective Zones / Regions to enable bidders to estimate the logistics cost. 2) We would also request you to confirm if the material will be supplied by you within defense premises or will have to be lifted by the bidders from your factory / delivery points. 3) Site Acceptance Test for materials issued as FIM to bidders shall be the responsibility of ITI Ltd. Vendor will be responsible for lifting the material after SAT is done. Kindly confirm.	As per RFP
Vindhya telelinks	50	Section IV	5.3	12	In case of any difference between the figures at E-Tender Site and Physical copy submitted, the one at E-Tender Portal, shall prevail.	We understand that the bid is to be submitted online only including the prices. So this clause is irrelevant & may be deleted. Please confirm	As per RFP
L&T	51	VI	Point no. 6	16	The quantum of incidental item of Supply/Service (Aerial OFC Erection) is only for the purpose of assessing the rates and may or may not be required to be executed or may vary in quantity. Must be quoted and shall be counted for the assessment of Bids.	We request you to furnish the complete technical specifications and BOQ for proper estimation.	As per RFP

L&T	52	VI	Point no. 10	16	ZONE I AND ZONE III SHALL NOT BE AWARDED TO SAME BIDDER.	We would request ITI Ltd to consider awarding only one Zone per Bidder, considering the stiff time line required for completion.	As per RFP
HFCL	53	VI		16	RoW charges shall be reimbursed to the PIA separately as per actuals	Pls confirm reimbursement of RoW charges will not be dependant on completion of Links and can be reimbursed after getting permissions from Authority	The clause has necessary clarity. No amendment required.
L&T	54	VI	Price Schedules	17 to 19	Link Trench Length (KM)	1) As per our experience in similar nature of projects, there is a substantial above ground portion after the trench is terminated. This involves considerable quantity of GI Pipes, PVC pipes, Structural steel works, etc. to enable cable entry at the FDMS end. Request to confirm and finalise modality for quoting such activities. 2) Request to clarify how the payment will be made for common trenches which are to be done as per site constraints, defense campuses with limited corridor, etc.	The RFP have enough provisions.
L&T	55	IX	IX - Clause no. 1.15, VI - Point no. 8 & X - Clause no. 1	16, 51 & 55	1.15) RoW Charges shall be reimbursed to the PIA separately as per actuals. 8) ROW charges, payable to the RoW granting authorities against their invoice/demand letter, shall be paid initially by the PIA which shall be reimbursed by the user. 1) Since the pace of progress is also linked with the RoW, same shall be given highest priority and shall not be delayed on want of submission of RoW charges which shall be paid by the PIA first and to be re-imbursed by the User on submission of invoices/bills on case to case basis.	We request that the RoW charges at actuals be reimbursed by M/s. ITI Ltd within 15 days from the date of Payment by us, without linking the same to be reimbursed by the end user.	As per RFP
STL	56	VII	Para 2	21	Digging and laying of Optical Fibre Cable (OFC) underground, in trenches in different types of soil and back-filling the same after HDPE pipe is laid & providing Brick layer longitudinally on top of the HDPE pipe for single Duct and Transversally for multi-ducts.	As per the corrigendum released by USER (Response to Query no. 44), Brick Layer to be provided over the duct only for city portion and built up area. We also understand that it will not be applicable to the HDD trenches.  Please confirm	As per RFP
L&T	57	VII	Laying practives of OFC ( Jan 2007 )& OFC Construction practice ( Sept 2009 ).	21	<b>(a) Laying Practices of OFC, ref number D-001, issue No IV dated 31 Jan 2007 (Annexure 1) &amp; OFC CONSTRUCTION PRACTICE TEC/IR/SCB-08/02 SEP 2009 shall also be followed for OFC Laying.</b>	Request to confirm the order of procedure to be adopted incase of difference in stipulations for similar nature/activity of work.	As per RFP
STL	58	VII	e	21	.... Once route plan is verified and approved, PIA has to coordinate with relevant departments of government or concerned authority or local authority for ROW permission for creation of fiber network for and on behalf of Indian Army (User). PIA needs to do required documentation for ROW application and follow up. PIA will be responsible for getting ROW permission in time, to match delivery timelines	Since RoW perimissions are beyond the reasonable control of the PIA, hence in line with standard industry practice, we request that such delays not attributable to bidder are excluded from project timelines and excused for the purpose of levying LD.  Please confirm	Generally, as per RFP. The delays may be condoned if found beyond control. However, in case(s), if efforts found lacking and Row arranged by ITIL itself, LD from day one shall be imposed.
Vindhya telelinks	59	SECTION VII: DETAILED SCOPE OF WORK	E	21	PIA needs to conduct a field survey with DGPS for assigned fiber route considering existing ground utility and terrain conditions with detailed plan to be submitted for approval	It is requested to please define the accuracy level for DGPS survey.	±0.50 m
Vindhya telelinks	60	SECTION VII		21	Digging and laying of Optical Fibre Cable (OFC) underground, in trenches in different types of soil and back-filling the same after HDPE pipe is laid & providing Brick layer longitudinally on top of the HDPE pipe for single Duct and Transversally for multi-ducts.	Please note availability of bricks as higher altitudes is major challenge and attracts heavy cost. Brick lining in the trenches is obsolete and not being followed by any operator including BSNL/ BBNL/ Army. Even in the prestigious NFS project the requirement of brick layer was not there. We, therefore, request that the requirement of laying brick lining in the trenches may be removed to ensure timely completion of the project without adding huge cost on this account.	As per RFP

HFCL	61	VII		21	It is proposed to establish Army Communication Network through this project of laying Optical Fibre Cable in various regions and zones. The scope of work includes Survey, Installation, Commissioning and Testing of Optical Fibre Cable (OFC) Network, distributed in three Zones and proposed to be executed Zone wise by the selected, Experienced and Competent Project Implementation Agencies (PIA) to connect given locations/Nodes with the links created through this OFC networking exercise. The work would include following, apart from various other related activities:	Pls confirm MI clearance will be arranged by ITIL prior to start of work for the Team deployed by the Bidder	On request by PIA it will be obtained from ARMY
HFCL	62	VII		21	Activities will include survey of routes, approval of survey reports from the user, deployment of HDD machine, open trenching, Chiseling, hammering, crow beating etc to make way to lay the HDPE-PLB ducts.	Pls confirm timelines for approval of Survey Reports also, any delay on part of Survey Approval will be considered delay beyond Bidder's control and LD will not be levied for such delays	As per RFP
HFCL	63	VII		21	PIA needs to conduct a field survey with DGPS for assigned fiber route considering existing ground utility and terrain conditions with detailed plan to be submitted for approval before execution.	DGPS surveys are generally conducted post completion of work. For survey GIS survey with kmz/kml should only be the deliverable for route approvals. Pls confirm	As per RFP
Polycab	64	SECTION VII	DETAILED SCOPE OF WORK	21	Digging and laying of Optical Fibre Cable (OFC) underground, in trenches in different types of soil and back-filling the same after HDPE pipe is laid & providing Brick layer longitudinally on top of the HDPE pipe for single Duct and Transversally for multi-ducts.	Kindly confirm:- 1) As your Tender is indicating, utilisation of GI/DWC/HDPE pipe based on the soil strata hence clarify where and how much? Brick layer required on top of HDPE pipe. 2) We understand that PIA shall be reimbursed for work execution (OFC laying) based on optical length?	As per RFP
L&T	65	VII	1.1	22	Project: The PIA shall act as a single agency to organize and manage the assigned creation of fiber network, which includes Route Survey, approval of survey reports from user, follow-up for swift RoW permissions for the life time of the project (10 Years), Supply (except: OFC,HDPE Pipe and FDF), Installation, Commissioning, Handover of end to end connectivity of Network and maintenance of the routes till warranty phase gets over.	Swift ROW permission for the life time of the project of 10 years is impractical and would involve huge RoW charges too. The BID scope presently specifies 2 years optional warranty maintenance and this stipulation shall be limited till the end of warranty maintenance period only incase the same is awarded to the bidder. Or else this shall be limited only upto the period of the individual link commissioning. Please clarify and confirm.	As per RFP, however exceptions if any on duration by Row authorities, shall be considered.
Vindhya telelinks	66	SECTION VII: DETAILED SCOPE OF WORK	1.1	22	RoW permissions for the life time of the project (10 Years)	Time Span of the RoW permissions depends upon the guidelines for granting RoW permissions framed by the RoW authority, hence it may be possible to obtain RoW permission for 10 year in each case. The compulsory requirement of obtaining RoW permission for 10 years may, therefore, be removed.	As per RFP, however exceptions if any on duration by Row authorities, shall be considered.
Vindhya telelinks	67	SECTION VII: DETAILED SCOPE OF WORK	1.1	22	RoW permissions for the life time of the project (10 Years)	In some cases RoW may be charged annually in the form of annuity. We understand that ITIL shall reimburse the RoW charges as per the frequency and manner demand note is raised by the RoW authority irrespective of period of RoW or any other factor. Please confirm.	As per RFP
Vindhya telelinks	68	SECTION VII: DETAILED SCOPE OF WORK	1.1	22	RoW permissions for the life time of the project (10 Years)	We understand that in case Bank Guarantees are required to be submitted to the RoW authority for grant of RoW permission, same shall be issued by ITI within a fixed timeline. Please confirm.	Generally to be submitted by PIA or as stipulated by Row Authorities.
HFCL	69	VII	1.1	22	Project: The PIA shall act as a single agency to organize and manage the assigned creation of fiber network, which includes Route Survey, approval of survey reports from user, follow-up for swift RoW permissions for the life time of the project (10 Years), Supply (except: OFC,HDPE Pipe and FDF), Installation, Commissioning, Handover of end to end connectivity of Network and maintenance of the routes till warranty phase gets over.	RoW permissions are awarded in time bound manner for execution of work. Getting RoW permission for lifetime of 10 Years would incur Yearly charge to be paid separately. Pls confirm yearly charges will be borne by ITIL.	As per RFP
STL	70	VII	Para 2	22	PIA shall normally lay single length of supplied 40mm HDPE pipe. All Material for creation of OFC network will be in scope of PIA (excluding OFC Cable, HDPE Duct and FDF) as per given specifications. Transportation from Delivery Point of ITIL up to the execution site with local storage if required, and insurance will be in the scope of PIA. In case of theft/physical damage to the supplied material, same shall be replaced at PIA's cost till Network AT and final Make Over as per Terms and conditions.	Kindly confirm whether a duct of different colour shall be provided by ITIL in case of multiple ducts in single trench or the bidder needs to provision for duct separators and duct tags.	As per RFP

TCS	71		Sec VII	22		PIA needs to lay single duct or multiple ducts ?	As per RFP
L&T	72	VII	Second paragraph	22	In case of theft/physical damage to the supplied material, same shall be replaced at PIA's cost till Network AT and final Make Over as per Terms and conditions.	As bidders scope is only establishing OFC links, the Network AT and Final Make Over shall be restricted to the SCOPE of work i.e. OFC links and not the entire ASCON - 4 network.	As per RFP
Tata Proj.	73		Section VII	22	In case of any damages, PIA has to restore as it was. PIA shall backfill and reinstate the excavated surfaces to their original condition to the satisfaction of the concerned. PIA shall dispose the surplus debris and earth material to a suitable location as indicated by concerned authorities. Reinstatement as per RoW conditions shall be in the scope of PIA. Any penalty and restoration charges with material beyond RWA charges will be borne by PIA.	Please clarify Reinstatement as per RoW conditions shall be in the scope of PIA for all the excavated surfaces in the project or only in case of the damage . In case reinstatement is in PIA scope it should be factored in the bid cost . Also please confirm the RWA charges.	As per RFP
Vindhya telelinks	74	SECTION- VII: DETAILED SCOPE OF WORK		22	Reinstatement as per RoW conditions shall be in the scope of PIA. Any penalty and restoration charges with material beyond RWA charges will be borne by PIA	Reinstatement/ Restoration charges are also part of RoW Charges for which demand notes are issued by the RoW Authorities. Please confirm that reinstatement/ restoration as part of RoW Chagres shall also be reimbursed as per the demand notes issued by the RoW Authorities.	As per RFP
L&T	75	VII	Fifth paragraph	22	Reinstatement as per RoW conditions shall be in the scope of PIA.	The said restoration charges required to be paid by PIAs during OFC implementation works to the ROW authorites shall be reimbursed by ITI to the PIA within 15 days of such payments. Please confirm.	As per RFP
L&T	76	VII	Sixth paragraph	22	PIA needs to prepare proper documents, drawings and reports for PDI/FAT/JRI. PIA will have to be present during the final acceptance testing when planned with ITIL and User representatives.	We presume this is applicable only for materials and assessories supplied by Bidder. Please confirm.	As per RFP
HFCL	77	VII		22	Once route plan is verified and approved, PIA has to coordinate with relevant departments of government or concerned authority or local authority for ROW permission for creation of fiber network for and on behalf of Indian Army (User). PIA needs to do required documentation for ROW application and follow up. PIA will be responsible for getting ROW permission in time, to match delivery timelines.	Pls confirm signed RoW applications will be arranged by ITIL from Indian Army to apply permissions from relevant authorities.	To be signed as per the directions and stipulations of Row Authorities.
HFCL	78	VII		22	Daily consumption report of material and progress of work link and site wise shall be submitted and entered by PIA supervisors online for all the relevant fields of progress monitoring in the Project management system meant for it and periodically reconcile the stock as directed by ITIL.	Project Management System will be implemented by ITIL and user details will be provided to the Bidder to update entries on daily basis. Pls confirm.	As per RFP
HFCL	79	VII		22	Any site issue or deviation in submitted plan is needed to be intimated immediately and obtain the approval and clearance from the user.	As time is of essence in the Project we request for arrangement of real time approvals by ITIL for the deviations encountered on Site	As per RFP
L&T	80	VII	1.2	23	The PIA shall provide complete details of route in GIS based monitoring tool of ITIL.	For security reasons, we may not be allowed access for GIS plotting within defense campus. Hence the same may please be restricted to wherever possible.	As per RFP
HFCL	81	VII	1.3	23	Resources Deployment: The PIA shall prepare and submit the Project Plan, work plan and implementation schedule with list of equipment/implement and personnel to be deployed on field for execution of works for approval of ITIL.	Is there any specific requirement for equipments and personnels to be deployed on a particular link. If yes pls provide basis for assumption to be followed for equipments and personnels to be deployed	As per RFP
HFCL	82	VII	1.5	23	Reporting: - Detailed report is required to be submitted for the work under progress and work completed on daily, weekly and monthly basis per link and overall. The PIA shall put in place the system of onsite progress reporting by the Men at site with the help of different Project Management Tools and Apps decided for this purpose so as to help ITIL and User to monitor progress and pace of work continuously. The system and method of reporting also needs to be as agreed and accepted by the user and ITIL appointed Project Management Agency (PMA).	Do the PIA need to have a separate online tool to be deployed for reporting of daily progress. Also confirm the formats for reporting on daily, weekly and monthly basis will be shared by ITIL	As per RFP



HFCL	83	VII	2.1	23	<p>Soon after opening of the Tender the bidder needs to be ready to give a presentation before the Tender Evaluation Committee (TEC), exhibiting how and with which methodology it plans to meet the objectives of this tender. The TEC will consider the Technical Suitability of the submitted bids based on such presentation along with other essential eligibility conditions. Amongst other things the presentation must contain:</p>	<p>Request to kindly conform for the dates of this presentation to be made. Also we understand that this presentation needs not to be part of Tender Submission</p>	As per RFP
L&T	84	VIII	3	25	<p>Prices charged by the PIA for the works performed under the Contract shall not be higher from the prices quoted by the PIA in his Bid.</p>	<p>We request ITI Ltd to elaborate/clarify this clause.</p>	As per RFP
STL	85	VIII	3.Prices	25	<p>Prices charged by the PIA for the works performed under the Contract shall not be higher from the prices quoted by the PIA in his Bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except Goods and Service tax (GST) which will be paid at prevailing rate, during this period</p>	<p>In order to duly compensate the bidder for any statutory charges resulting from introduction of a new tax, we request that the clause is amended as follows: "Prices charged by the PIA for the works performed under the Contract shall not be higher from the prices quoted by the PIA in his Bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except a) Goods and Service tax (GST) and/or b) introduction of a new tax, which will be paid at prevailing rate, during this period "</p>	As per RFP
L&T	86	VIII	5	25	<p>5. LIABILITY: ITIL will not be liable to the PIA for any losses or damages, costs, charges which the PIA may in any way <b>sustain/suffer due to non-issue of work order</b>/delay in making store available or delay in receipt of RoW permission from any of the custodians of Roads and Pathways required to be dug.</p>	<p>As the work orders shall be issued by the designated Officers of ITI Ltd, delays occurred due to non-issuance of work orders shall be considered for issuance of Extension of Time of contract period (including providing cost compensation if any to the PIA against the delay period). Kindly confirm. Also, as the RoW delays are not directly attributable to the PIAs, suitable time extension shall be granted to PIAs without levying any penalty/LD.</p>	As per RFP
Vindhya telelinks	87	1. GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	5	25	<p>ITIL will not be liable to the PIA for any losses or damages, costs, charges which the PIA may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of RoW permission from any of the custodians of Roads and Pathways required to be dug.</p>	<p>PIA shall apply RoW on behalf of Army &amp; will do follow up. If any RoW agency delays the permission for long time then ITILs intervention will be required to get the permissions. Since ROW agencies are not under control of PIA, delay in RoW permissions due to reasons not attributable to PIA shall not be to the PIAs account. It is important to note that PIAs shall be bound to load their prices heavily in case they are penalised on account of delays beyond their control resulting into inflated bids. Please confirm accordingly.</p>	<p>Generally, as per RFP. The delays may be condoned if found beyond control. However, in case(s), if efforts found lacking and Row arranged by ITIL itself, LD from day one shall be imposed.</p>
Tata Proj.	88		Section VIII, CL 5	25	<p>LIABILITY: ITIL will not be liable to the PIA for any losses or damages, costs, charges which the PIA may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of RoW permission from any of the custodians of Roads and Pathways required to be dug.</p>	<p>We request ITIL to support PIA for obtaining ROW permissions .</p>	As per RFP
Vindhya telelinks	89	SECTION VII	5	25	<p>ITIL will not be liable to the PIA for any losses or damages, costs, charges which the PIA may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of RoW permission from any of the custodians of Roads and Pathways required to be dug.</p>	<p>PIA must not be penalized for the reasons not attributable to PIA. Please confirm</p>	As per RFP
Tata Proj.	90	Section VIII,	CL 6	25	<p>PERFORMANCE SECURITY: The successful bidder shall submit a bank guarantee for an amount equivalent to 10% of the value of work awarded at the Tender approved price as security deposit (Bank Guarantee) towards performance of the contract called PBG within 14 days from the date of issue of LOI.</p>	<p>Please change the clause to "The successful bidder shall submit a bank guarantee for an amount equivalent to 10% of the value of work awarded at the Tender approved price as security deposit (Bank Guarantee) towards performance of the contract called PBG within 30 days from the date of issue of LOI"</p>	As per RFP
Polycab	91	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	3. PRICES	25	<p>Prices charged by the PIA for the works performed under the Contract shall not be higher from the prices quoted by the PIA in his Bid.</p>	<p>Please elaborate, eg. Link Trench Length (KM) Qty 210 Quoted Rates per KM = 100, then PIA shall be re-imbursed for 210 x 100 = 21000 for the work executed or on the actual final quantity as per final OTDR report of OFC length.</p>	As per RFP
Polycab	92	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	7. ISSUE OF WORK ORDERS AND DELIVERY SCHEDULE:	26	-	<p>On approval of Survey Approval for each link by ITI in writing, please inform the the timeline i.e. Delivery Schedule for implementation and commissioning for each link.</p>	As per RFP

HFCL	93	VIII	7.1	26	Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order shall be for a part of work which will have to be completed in time as specified in work order.	We assume Work Orders will be issued Zone Wise so that resoures and manpower can be aligned effectively. Pls confirm	As per RFP
HFCL	94	VIII	7.4	26	The work orders shall be issued as per the work execution plans of the user and not as per the convenience of the PIA.	Does the user here refer to ITIL or Army. Pls confirm	As per RFP
L&T	95	VIII	7.4 & 7.8	26	7.4) The work orders shall be issued as per the work execution plans of the user and not as per the convenience of the PIA. 7.8) The work orders for the difficult portions of the route may be awarded first by the designated Officer in-charge and PIA would have no claim what so ever to demand for a particular route or Zone for execution first.	We presume that work orders for all links will be issued within 15 days of award of contract as work has to be taken up simultaneously in various links. Please confirm.	As per RFP
Vindhya telelinks	96	Section VIII	7	26	Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order shall be for a part of work which will have to be completed in time as specified in work order.	Keeping in view the stringent timelines we will ne required to work on as many links possible simultaneously. It, therefore, becomes important that work orders for all links be issued maximum within 15 days from the date award of contract . Please confirm the same as issue of purchase order in phases is bound to delay the entire project.	As per RFP
TCS	97		8.1.1.	27		ITI has mentioned that every work order completion timeline will be decided by the urgency of the work. If the urgency of work demands more yield than explained in Pg. 37- Clause 23, then will bidders be paid additionally for mobilizing additional resources.	As per RFP
TCS	98		8.2.5	27		We request you to please remove LD from the work which is required to complete with more yield than explained in Pg. 37- Clause 23. We will do it on best effort basis.	As per RFP
TCS	99		9.1	28		Does bidder have to submit the response in Physical envelopes or just online submission on portal would suffice?	Submission of price bid through e-portal only,no physical copy needed.
L&T	100	VIII	17.1.1 & other related clauses.	29	17.1.1 Measurement: The measurement books are to be maintained by the Designated Officerin- charge of the work in the format as prescribed by the User. <b>The entries shall be made in ink.</b> No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned. Each and every measurement has to be signed and accepted by the representative of the User for its correctness	It will be highly time taking exercise for hand written measurements. We request ITI ltd to accept computerised MBs in printer ink as it is widely adopted in other Central Govt. / State Govt. Projects. The additional MB requirements (if any) between end user and ITI ltd shall be complied by ITI ltd. Please confirm.	As per RFP. Provision does exist to adopt moderen tools of measurement.
HFCL	101	VIII	16.3	29	ITIL may at any time during the progress of work, ask for an additional Material Security in the form of Bank Guaranty (BG) if it feels the PBG security to be insufficient to mitigate the risk of the value of the Supplies made to the PIA. This action shall be initiated once it is established that there is a difference of more than 20% quantity in the material issued and laid.	Pls confirm the Percentage (%) for additional Material Security that may be required to be submitted for supplies made by ITIL	As per RFP. In proportion to excess and unaccounted inventory, when such eventually arise.
L&T	102	VIII	17.1.6	30	Measurement of length of cable	The payment can be made as per trench lengths, the material accounting and reconciliation shall be done based on the OTDR length as is the practice in the industry. Please confirm.	As per RFP
Vindhya telelinks	103	VIII	17.1.6	30	The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape or any acceptable modern tool in practice generally acceptable for the purpose as per the choice of ITIL. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book. But the payable length shall be based on the trench length.	OTDR length shall be considered for payment.	As per RFP
STL	104	VIII	17.1.6	30	Measurement of length of cable: The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape or any acceptable modern tool in practice generally acceptable for the purpose as per the choice of ITIL. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book. But the payable length shall be based on the trench length.	We understand that this a typographical mistake and should be read as : "Measurement of length of <b>route cable</b> : The length of <b>route cables laid in trenches, through pipes and through ducts</b> shall be measured by use of RODO Meter/Measuring Tape or any acceptable modern tool in practice generally acceptable for the purpose as per the choice of ITIL. <del>The length should be cross verified with the marking of lengths on the cables.</del> The lengths shall be recorded in sheet provided in the measurement book. But the payable length shall be based on the trench length."	As per RFP

STL	105	VIII	17.1.7	31	<p>In case of lesser depth, the bidder shall compulsorily provide adequate protection to offset the reduced depth in the following manner:</p> <ul style="list-style-type: none"> <li>• 0 Cms. to 30 Cms. Not Permitted</li> <li>• 30 Cms. to 60 Cms. GI Pipe class B (nominal bore 65 mm) with Concrete Work.</li> <li>• 60 Cms. to 120 Cms. DWC</li> <li>• &gt; 120 cm. No protection, however the payment shall be made as following:</li> </ul> <p>Approved rate x (Actual Depth in cm/165).</p>	<p>1. We understand that for rocky area, the payment shall be made as following, in case no protection is provided: Approved rate x (Actual Depth in cm/90). Please confirm.</p> <p>2. For cases where the bidder is not able to achieve the required depth and such deviation is approved by ITIL/USER, the PIA shall be paid in full and no penalties/Pro-rate to be applied. Please confirm.</p>	As per RFP
DEPL	106		17.1.7	31	<p>In case of lesser depth, the bidder shall compulsorily provide adequate protection to offset the reduced depth in the following manner:</p> <p>0 Cms. to 30 Cms. Not Permitted</p> <p>30 Cms. to 60 Cms. GI Pipe class B (nominal bore 65 mm) with Concrete Work.</p> <p>60 Cms. to 120 Cms. DWC</p> <p>&gt; 120 cm. No protection, however the payment shall be made as following:</p> <p>Approved rate x (Actual Depth in cm/165).</p> <p>Note: However, PIA shall take prior permission of ITIL and User for digging lesser depth based on site constraints such as rocky area, presence of pipelines, power cables, City Congestion or RoW Condition etc.</p>	This clause need to be revisited	As per RFP
L&T	107	VIII	17.1.7	31	<p><b>17.1.7 Method of measurement.</b></p> <p>In case of lesser depth, the bidder shall compulsorily provide adequate protection to offset the reduced depth in the following manner:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0 Cms. to 30 Cms. Not Permitted</li> <li><input type="checkbox"/> <b>30 Cms. to 60 Cms. GI Pipe class B (nominal bore 65 mm) with Concrete Work.</b></li> <li><input type="checkbox"/> 60 Cms. to 120 Cms. DWC</li> <li><input type="checkbox"/> &gt; 120 cm. No protection, however the payment shall be made as following:</li> </ul> <p>Approved rate x (Actual Depth in cm/165).</p>	We understand that we need to supply GI pipes of class B with nominal bore of 50mm as mentioned in the ANNEXURE-I Technical Specifications, as against 65mm required in this clause. Please confirm.	Refer to foot note to follow the technical specifications.
Vindhya telelinks	108	SECTION VIII	17.1.7	31	..Payment shall be made as following: Approved Rate x (Actual Dept in cm/ 165)	We understand that in case of lesser depth if protection is provided by the PIA as per the terms of the tender, there shall be no reduction in the prices and payment shall be made as per the Approved Rates given in the Purchase Order. Please confirm.	As per RFP
L&T	109	VIII	17.1.7	31	<b>The payment shall be made as following: Approved rate x (Actual Depth in cm/165).</b>	<p>We understand that this clause is applicable only for the depths &gt;120 cm but less than 165cm, where in no protection materials have been used. Please confirm.</p> <p>Further we understand that no pro-rata payment deduction would be made incase PIA provides protection materials as per the specification. Please confirm.</p>	As per RFP
Pratap	110		17.1.7 and 6.1 b	31 and 66		<p>In case of Rocky area minimum acceptable depth without protection is mentioned as 1.2 mtrs (mentioned on Page-66, Clause/para. : 6.1.b) &amp; in normal soil should be 1.65 mtrs. As on page No-31 under clause 17.1.7 it is mentioned that payment shall be made as per following formula : Approved Rate *( Actual depth in CMs)/165</p> <p>So in such genuine cases also payment will be calculated on above formulae irrespective of terrain consideration ( Normal/ rocky area). For rocky area payment formulae should be Approved Rate *( Actual depth in CMs)/120. Need clarification for the same pl.</p>	As per RFP
L&T	111	VIII	17.1.7 (vii)	31	The rates payable shall be per KM length including Trenching-HDD, Crossing of Bridges, culverts, railway Sections, highways etc. etc. for all kinds of Strata and all kind of regions, for complete work.	Payment for zero depth in case of crossings like Bridges / culverts, shall be paid as per the unit rate mentioned for this item. Please confirm.	As per RFP

L&T	112	VIII	17.1.11	32	In case of HDD, depth of the pipes and depth AT shall be done during the drilling from Entry pit towards Exit pit only. Hence the Depth AT for the HDD work shall be done in real time along with supporting documents.	We request M/s. ITI Ltd to ensure dedicated resources to monitor HDD activities at site, so that progress would not be hampered due to non-availability of designated officers for doing the depth AT of HDD works.	As per RFP
L&T	113	VIII	18.2	32	It is imperative that the PIA(s) is/are fully conversant with the construction practices especially laying multiple pipes by trenchless technology using HDD machine and shall be fully equipped to carry out the work in accordance with the specifications.	We request you to clarify the method of measurement / payment for the various conditions - 1) Multiple ducts in single open trench 2) Multiple ducts in single HDD bore. We would request to include separate line items for enabling bidders to quote the above.	As per RFP
HFCL	114	VIII	19	33	Testing and Acceptance Testing	we understand during Optical AT of Links the tests conducted would be OTDR and LSPM only and there will not be the requirement of CD Test to be performed.	As per RFP
Vindhya telelinks	115	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	19.1	33	The PIA shall make test pits at the locations desired by A. T.	We understand that the Optical AT Testing shall be done through OTDR. Please confirm	As per RFP
L&T	116	VIII	19.3	33	Offering the work for acceptance and testing	Pl. specify the minimum sections which can be offered for Civil AT as well as Cable AT.	As per RFP
Vindhya telelinks	117	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	20.1	33	twenty four months after the final Network acceptance testing and makeover of the network to the user	As in the case of NFS Tender warranty should start, linkwise, after completion of particular link/route. Please confirm.	As per RFP
Vindhya telelinks	118	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	20.1	33	twenty four months after the final Network acceptance testing and makeover of the network to the user	Final network acceptance may depend upon many factors which are not under control of PIA, warranty should, therefore, not be linked to final network acceptance at all. Please confirm.	As per RFP
L&T	119	VIII	20.1	33 & 34	Warranty.	1) Warranty shall be limited to the works and supplies executed by the PIA within the scope allotted. Kindly confirm. 2) Final Network Acceptance shall be limited to testing the OF cable ( Cable AT ) for the links allotted in the scope and shall not be related to the other scope in the overall ASCON-4 tender. Please confirm. 3) 24 Months of warranty shall commence progressively as an when the links allotted are tested for end -to-end OFC connectivity. Kindly confirm.	As per RFP
STL	120	VIII	20.1	33-34	.....This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twenty four months after the final Network acceptance testing and makeover of the Network to the user.	We understand that the start of Warranty shall not be delayed for the scope of work beyond the scope of this RFP issued by ITIL for OFC laying works.  Please confirm	As per RFP
Vindhya telelinks	121	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	20.2	33	If it becomes necessary for the PIA to replace or renew any defective portion/portions of the works	If route is damaged before or on-during warranty by any external agency/ unexpected road widening/ sewerage work/water pipe line work etc ( force measure reasons), the cost of the items should be born by ITIL. Please confirm	As per RFP
HFCL	122	VIII	20.2	33	If it becomes necessary for the PIA to replace or renew any defective portion/portions of the works and material under this clause, the provisions of the clause shall apply to the portion / portions of works and or material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the ITIL, the ITIL may proceed to do the work at the PIA's risk and costs, but without prejudice to any other rights which the ITIL may have against the PIA in respect of such defects.	During warranty there will be instances in which defects have arised due to activities beyond PIA's control and they have taken place due to activities undertaken by a Third Party. In those cases we expect separate payments to be made to PIA's for the defects that being termed as beyond PIA's control. Pls confirm.	As per RFP
L&T	123	VIII - GCC	22	34	PAYMENT TERMS	All payments to the PIA shall be made through an ESCROW account facility between the PIA, ITI Ltd and the end user.	As per RFP

Vindhya telelinks	124	Payment Terms	22	34	<p>(i) 80% progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user.</p> <p>ii) 10% on completion of all OFC links for any Region completed.</p> <p>iii) 10% on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone.</p> <p>iv) Payments shall however be linked with completion of all other activities as per Specifications, SoW, ABD and submission of material account etc. for each link, Region and Zone.</p>	<p>The success of any project depends upon smooth funds flow for the vendor. We, therefore, request you to re-visit the payment terms and amend the same as per below to help vendors circulate their funds and complete the project in timely manner:</p> <p>(1) 15% payment as advance against bank guarantee for the equivalent amount valid for 3 months beyond the delivery schedule (2) 75% payment progressively on completion of each OFC link duly signed by the authorized representatives of the USER and authorized representative of ITIL (without linking with receipt of the payment from customer/ end user)</p> <p>(3) 10% payment, linkwise, within one year of completion of each OFC link against Bank Guarantee for 10% amount of each link valid for one year beyond completion of work in the awarded zone.</p>	As per RFP
TCS	125		22.1.i	34		<p>Please explain "progressive" payment terms. Will bidders will be paid 80% entirely after commission of link or 80% payment will be done on achieving some milestones ?</p>	As per RFP
L&T	126	VIII	22.1.1-(i)	34&35	<p>80% progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user.</p>	<p>1) We request for considering an interest-free ADVANCE payment of 20% against equivalent ABG, as the scope of works are predominantly services oriented.</p> <p>2) We request you to consider release of 50% progress payment against completion of end-to-end Trenching &amp; Ducting of the individual links.</p> <p>3) We request you to consider release of 20% progress payment against completion of end-to-end OFC laying of the individual links.</p> <p>4) We understand that the progressive payment shall be made to the PIAs upon completion of end-to-end Trenching &amp; Ducting works / Cable laying works related to individual links as per the Link Nos. and Link Length mentioned in Annexure-X.</p> <p>5) We also request you to kindly release the payments within 30 days from the date of submission of our Invoices.</p> <p>Please confirm.</p>	As per RFP
HFCL	127	VIII	22.1.1 i)	35	<p>80% progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user.</p>	<p>Will there be a completion certificate issued by ITIL post completion of Link pls confirm.</p>	As per RFP
Tata Proj.	128		Section VIII, CL 22.1.1	35	Payment terms	<p>We request you to amend the payment terms as</p> <p>i. <b>10 %</b> as mobilization advance .</p> <p>ii. <b>10 %</b> on completion of survey .</p> <p>iii. <b>70 %</b> progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user.</p> <p>iv. <b>5 %</b> on completion of all OFC links for any Region completed.</p> <p>v. <b>5 %</b> on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone.</p>	As per RFP
STL	129	VIII	22.1.1. i	35	Payment Terms.....	<p>In order to improve cashflow for the bidder, <b>we request to please provide 15% of contract value as mobilization advance on issuing of LOA and submission of Bank Guarantee of equivalent amount.</b></p>	As per RFP

Polycab	130	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	22. PAYMENT TERMS:	35	<p>i) 80% progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user</p> <p>ii) 10% on completion of all OFC links for any Region completed.</p> <p>iii) 10% on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone</p>	<p>The payment terms mentioned are unrealistic as this RFP is for OFC passive work only. Payment should not be linked with ITIL's payment from customer for "OSP come Passive NW build". ITIL should release 90% payment against respective link delivery come installation. Total link delivery and completion has various factors beyond PIA's control hence 10% milestone on all OFC link completion is not viable at all; kindly remove this milestone and keep 90% against "delivery and installation". Balance 10% should be on passive AT and for a work executed by PIA for his work and it should not be linked with other activities and overall AT of end-customer, in this SOW other situations are beyond PIA's control hence ITIL must release 10% against "passive work completion and AT" of respective link.</p> <p>It is therefore requested to kindly revise the same as under:-</p> <p>90% progressively on completion of OFC links (Cable laying end to end)</p> <p>10% on completion of AT (passive/OFC parameters in-line of this RFP's SOW &amp; submission of As Built).</p>	As per RFP
Polycab	131	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	22. PAYMENT TERMS:	35	NB: 1. Payment shall be made only for the OFC laid or Erected not for the Spare loops provisioning, for maintenance etc.	<p>It is standard practice of OTDR reading for OFC length and PIA should be reimbursed as per same. However loop is being provisioned at every chamber for maintenance purpose and ITI should consider such loop lengths during reconciliation of material issued and ITI will not make any deduction from PIA payments for such additional lengths</p> <p>Kindly confirm.</p>	As per RFP
Polycab	132	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	22. PAYMENT TERMS:	35	NB: 1. Payment shall be made only for the OFC laid or Erected not for the Spare loops provisioning, for maintenance etc.	<p>During Warranty Period any damage or cuts which require replacement of OFC &amp; HDPE duct for quantity <b>less than 10mtrs</b> shall be borne by PIA. However any damage or cuts which require replacement of OFC &amp; HDPE duct <b>above 10 meters</b> shall be duly borne by ITI.</p> <p>Kindly confirm</p>	As per RFP
STL	133	VIII	22.1.1. i	35	80% progressively on completion of OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL and on receipt of the payment from customer/ end user.	<p>Since the payment from the User (Indian Army) might not get released till the time all components of a specific link i.e. Active, Passive and Civil are not completed, we request that the clause is amended as follows: "80% progressively on completion of <b>each</b> OFC links (Cable Laying end to end) as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the USER and authorized representative of ITIL, <b>after adjusting the 15% mobilization advance against each link, within 45 days of submission of invoice to ITIL by the bidder and on receipt of the payment from customer/ end user.</b>"</p>	As per RFP
L&T	134	VIII	22.1.1-(ii)	35	10% on completion of all OFC links for any Region completed.	<p>We request to consider that this 10% stage payment be paid to the PIA progressively upon completion of end to end Cable AT for individual links as per the Link Nos. and Link Length mentioned in Annexure-X. Please confirm.</p>	As per RFP
L&T	135	VIII	22.1.1-(iii)	35	10% on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone.	<p>As PBG is already sought from the PIA, we request not to hold any payment till this stage. This stage payment may please be merged with the first stage of progressive payment as mentioned above.</p>	As per RFP
STL	136	VIII	22.1.1. iii	35	10% on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone	<p>In order to improve cashflow for the bidder, we request that the clause is amended as follows: " 10% on <del>handing/ taking over and</del> completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL or within one year of completion of the awarded Zone, <b>whichever is earlier. Alternately, this 10% payment shall be released against submission of Bank Guarantee of equal amount which shall be valid for one year from the date of completion of Acceptance Testing of the respective link.</b>"</p>	As per RFP
HFCL	137	VIII	22.1.1 iv)	35	Payments shall however be linked with completion of all other activities as per Specifications, SoW, ABD and submission of material account etc. for each link, Region and Zone	<p>Pls provide specifications for ABD to be generated for the constructed Network.</p>	As per RFP

Vindhya telelinks	138	SECTION VIII	22.1.2	35	<p>The PIA shall prepare the final bill in triplicate after completion of the work entrusted after acceptance and testing and submit the same to project incharge of work. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The PIA shall prepare the final bill containing the following details:</p> <ul style="list-style-type: none"> <li>• The bill for all the quantities as per Measurements at the approved rates.</li> <li>• Store reconciliation statement furnishing account of stores received against the Work Order and returned/reconciled with the designated delivery Points with requisite verifications from store in-charge or the officer in-charge of the work.</li> <li>• RoW Permission copy or Security refund order as per the conditions.</li> <li>• Details of recoveries/penalties for delays, damages to various departmental/Third party properties as per provisions of the contract.</li> </ul> <p>In case no recovery is to be made, NIL report needs to be submitted.</p> <ul style="list-style-type: none"> <li>• Details of empty cable drums.</li> <li>• Copy of the Wage Register, Attendance Register, Monthly EPF &amp; ESI Deposit Challan may also be demanded as an option</li> </ul>	Please clarify which supporting documents are required to be submitted with final 10% bill.	As per RFP
HFCL	139	VIII	17.1.7	31	<p>in case of depth between 30 Cms. to 60 Cms. GI Pipe class B (nominal bore 65 mm) with Concrete Work is to be provided whereas on Page 60 Annexure 1 Technical Specification Point No. (iv) :</p> <p>it is mentioned that in rocky area depth of the trench shall be made min 900 mm by chiseling / cutting etc and protection of GI pipe with sockets etc. 50 mm nominal bore, medium class shall be provided</p>	As two different sizes are mentioned, pls confirm which size of GI Pipe is to be provided	Refer to foot note to follow the technical specifications.
HFCL	140	VIII	22.1.2	35	Details of empty Cable Drums	Does the PIA need to return empty Cable Drums to warehouse. Pls confirm	No.
Tata Proj.	141	Section VIII	CL 23.1.1	37	<p>Liquidated Damages clause for Delays in the PIA's performance: The time allowed for completion of the work as per work order shall be strictly adhered by the PIA and shall be deemed to be the most important aspect of the contract on the part of PIA and shall be reckoned from the day, work order is issued by ITIL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the PIA shall pay as LD for delay in execution of the work @ 0.5 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 10 % value of the work awarded. Once the LD payable as above, approaches 10 (ten) percent of the cost of the work, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the PIA.</p>	<p>Liquidated Damages clause for Delays in the PIA's performance: Please change the clause to " The time allowed for completion of the work as per work order shall be strictly adhered by the PIA and shall be deemed to be the most important aspect of the contract on the part of PIA and shall be reckoned from the day, work order is issued by ITIL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the PIA shall pay as LD for delay in execution of the work @ 0.1 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 10 % value of the work awarded. Once the LD payable as above, approaches 10 (ten) percent of the cost of the work, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the PIA.</p>	As per RFP
HFCL	142	VIII	23.1.1	37	<p>The time allowed for completion of the work as per work order shall be strictly adhered by the PIA and shall be deemed to be the most important aspect of the contract on the part of PIA and shall be reckoned from the day, work order is issued by ITIL.</p>	Pls provide basis on which time will be allowed to complete a particular link with lengths of the Link.	As per RFP

L&T	143	VIII	23.1.1	37	<p>23.1 Liquidated Damages clause for Delays in the PIA's performance:</p> <p>23.1.1 The time allowed for completion of the work as per work order shall be strictly adhered by the PIA and shall be deemed to be the most important aspect of the contract on the part of PIA and shall be reckoned from the day, work order is issued by ITIL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the PIA shall pay as LD for delay in execution of the work @ 0.5 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 10 % value of the work awarded. Once the LD payable as above, approaches 10 (ten) percent of the cost of the work, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the PIA.</p>	We request you to kindly limit the Liquidated Damages ceiling to 5% instead of 10% mentioned in this clause. Kindly confirm.	As per RFP
STL	144	VIII	23.1.1	37	<p>...The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the PIA shall pay as LD for delay in execution of the work @ 0.5 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 10 % value of the work awarded. Once the LD payable as above, approaches 10 (ten) percent of the cost of the work, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the PIA</p>	<p>We understand that the Liquidated Damages shall be capped at 10% of the value of the delayed OFC link(s).</p> <p>Please confirm</p>	As per RFP
L&T	145	VIII	23.1.2	37	23.1.2 The Minimum Expected Pace of Work	<p>We presume that the specified output of 20 Kms per day is applicable to all zones put together. The individual zone wise outputs can be finalised once the L2 network is finalised. Please confirm.</p> <p>The average progress output shall be calculated from the date of getting entire RoW approvals till completion of the links, as the RoW delay if any shall not be attributable to the PIAs. Kindly confirm.</p>	As per RFP
TCS	146		23.1.2	37		There could be exceptions to the Minimum Expected Pace of Work, for example Force Majeure situations or any unforeseeable events. Would those be exceptions to Minimum Expected Pace of Work?	As per RFP
Vindhya telelinks	147	SECTION VIII	23.1.2	37	The Minimum Expected Pace of Work: 20 KM per day. (10 KM Per day in Hilly Terrains and City Areas)	The given pace of work is not possible in every geographical region and therefore this clause should not be applied universally. Please the same may be amended or deleted accordingly.	As per RFP
DEPL	148	SECTION VIII	23.1.3	37	<p>The progress of work shall be monitored Link wise and on Daily basis.</p> <p>Whereas, the daily expected average progress shall be as above, the minimum Link wise progress should be as below:</p> <p>(a). For links up to the length of 25 KMs, the average allowed time shall be @1 KM per day per link, beyond which the time allowed shall be @ 2KM Per day per link (beyond 25 KMs of any link).</p>	In this clause days allowed for link length upto 25 KMs is 25 days (1KM per day) whereas >25 length days allowed (2km per day) and if we apply for the link length of 30 km to 48 Km allowed days coming to 15-24 days which is lesser then the time allowed for 25KMs lengths. Why such ambiguity?	As per RFP
STL	149	VIII	23.1.8	37	In case, the penalty is accrued due to slow progress of links or due to poor average, but the same is compensated in future without impacting overall project, by increased pace of progress by the PIA, it shall be optional with ITIL to re-consider the LD imposed, by averaging the work out-put on larger period of calculation or with multiple number of links.	<p>We understand that the penalty shall be levied only on the failure on part of PIA to meet the timelines agreed in the Work Order for reasons attributable to PIA.</p> <p>Please confirm</p>	As per RFP
Vindhya telelinks	150	VIII	23.1.8	37	In case, the penalty is accrued due to slow progress of links or due to poor average, but the same is compensated in future without impacting overall project, by increased pace of progress by the PIA, it shall be optional with ITIL to re-consider the LD imposed, by averaging the work out-put on larger period of calculation or with multiple number of links.	Snowfall to be considered in snow bound areas while calculating LD since it is beyond the control of PIA & comes under Force Majeure Clause. Please confirm	As per RFP



Polycab	151	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	23 LIQUIDATE D DAMAGES/ COMPENS ATION CLAUSE	37	23.1.2 The Minimum Expected Pace of Work: 20 KM per day. (10 KM Per day in Hilly Terrains and City Areas) This is an averaged output to be counted from the date of first Work order to the date of completion of the link(s) and would include local holidays/bundh days etc. But the progress has to be monitored on daily basis and the PIA shall be liable to maintain the per day average for the work done.	In a construction work, daily monitoring is not practical. Please clarify amount of links and work; subject to ROW permission and geography; PIA will deploy adequate resources. Speed of work is dependent on so many external factors. a) Pls provide timeline and how many links can be start in parallel? b) Does PIA has to follow customer/ITI guideline for link priorities and deliverables? Or PIA can do own plan and share link-wise delivery schedule based on ROW, Soil data and external factors post site survey?	As per RFP
Vindhya telelinks	152	SECTION VIII	23.1	37	The time allowed for completion of the work as per work order shall be strictly adhered by the PIA and shall be deemed to be the most important aspect of the contract on the part of PIA and shall be reckoned from the day, work order is issued by ITIL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the PIA shall pay as LD for delay in execution of the work @ 0.5 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 10 % value of the work awarded.	Maximum penalty of 10% seems to be too high, We request you revise the same as : " PIA shall pay as LD for delay in execution of the work @ 0.5 % of the cost of the delayed link for each week of delay or part thereof, till it reaches 5 % value of the work awarded."	As per RFP
HFCL	153	VIII	23.1.9	38	PIA needs to make efforts and arrange RoW for all the links in the awarded zone immediately after award of the tender and would not demand grace in meeting the above time lines for execution of OFC Laying work.	RoW authorities have their set processes and timelines defined for awarding permissions which is known as RoW procedure time. This time cannot be ascertained and needs to be taken into account for calculating LD applicable on work executed	As per RFP
L&T	154	VIII	23.2	38	A special onetime, 30 days period may be allowed for submitting and approving the survey reports.	We shall submit the survey reports for approval link wise with all required supportive documents as mentioned in the tender document, However M/s. ITI Ltd shall support for getting survey reports approved by the User within a week's time for start of the execution works and submission of RoW applications to the concerned Authorities.	As per RFP
Vindhya telelinks	155	SECTION VIII	23.2.2	38	23.2.2 ITIL reserves the right to cancel the contract and forfeit the security deposit if the PIA fails to commence the work within 10 days after issue of the work order or as the time permitted by the competent authority.	This clause is unreasonable and not as per the industry practise. The same may either be removed or amended suitably.	As per RFP
Vindhya telelinks	156	SECTION VIII: GENERAL (COMMERCIAL) CONDITIONS OF THE TENDER	23.2.3	38	The days on which work is not done due to reasons beyond the control of PIA, such as natural calamities, law & order situation, local Government's proclamation etc; as accepted by the user, shall not be counted towards penal delay.	In addition to the specified reasons of delay, it is requested to include other non attributed hindrances for delay like survey sign off, restriction in entry inside cantonment area, non movement in area, delay in ROW approval, material supply shortage, right of way wrt private land use, non readiness of nodes & AT testing etc. and all other reasons which are beyond OIA control should be added. Please amend the clause suitably	As per RFP
L&T	157	VIII	23.2.4	38	The closure or slowing of work on account of expected seasonal changes or mass movement such as Flood, Snow, other public functions in the awarded Zone shall not be a valid reason for claiming relaxation in time lines of work. The PIA shall plan the work in such a way so as to maximize the work output in the available working window.	The extreme conditions shall be suitably considered as per the provisions of the Force majeure clause.	As per RFP
DEPL	158	SECTION VIII	23.2.4	38	The closure or slowing of work on account of expected seasonal changes or mass movement such as Flood, Snow, other public functions in the awarded Zone shall not be a valid reason for claiming relaxation in time lines of work. The PIA shall plan the work in such a way so as to maximize the work output in the available working window.	Force majeure / act of god/act of Govt. should be exempted from penalty/LD.	As per RFP
L&T	159	VIII	23.1.9	38	PIA needs to make efforts and arrange RoW for all the links in the awarded zone immediately after award of the tender and would not demand grace in meeting the above time lines for execution of OFC Laying work.	PIAs shall put their best efforts in getting the RoW approvals quickly. However, M/s. ITI Ltd along with the end user must be fully involved in getting the RoW approvals as early as possible. Any delay in getting the RoW approvals shall not be attributable to the PIAs and also the required time extension (due to RoW delays) shall be granted to PIAs without any LD.	Generally, as per RFP. The delays may be condoned if found beyond control. However, in case(s), if efforts found lacking and Row arranged by ITIL itself, LD from day one shall be imposed.
STL	160	VIII	23.2.4	38	23.2.4 The closure or slowing of work on account of expected seasonal changes or mass movement such as Flood, Snow, other public functions in the awarded Zone shall not be a valid reason for claiming relaxation in time lines of work. The PIA shall plan the work in such a way so as to maximize the work output in the available working window.	Since the mass movements in regions like J&K cannot be pre-estimated, hence it should be considered as a valid reason for claiming relaxation in time.  Please clarify	As per RFP

STL	161	VIII	24.3	39	The PIA shall restore the cut portions of BT/Concrete roads to their original conditions immediately on completion of the pipe laying works. If the restoration work is not satisfactory with reference to the standards prescribed by the Corporation/ Highways/respective RoW granting authority, the amount equal to the charges as claimed by the Corporation/Highways will be recovered from the PIA.	If road does not have berm portion (end to end bitumen/PCC/RCC etc.) which is beyond control of PIA, reinstatement expense need to be reimbursed.  Such situation will be faced while crossing city portions and various other areas where road ends have no berm and offsets would be very less. This will also be the situation in hilly areas where retaining walls were build on valley side along with end to end bitumen/RCC road.	As per RFP
L&T	162	VIII	24.3 & 24.8	39	The PIA shall restore the cut portions of BT/Concrete roads to their original conditions immediately on completion of the pipe laying works. If the restoration work is not satisfactory with reference to the standards prescribed by the Corporation/ Highways/respective RoW granting authority, the amount equal to the charges as claimed by the Corporation/Highways will be recovered from the PIA.	1) Responsibility of PIA is to discharge the payment sought by the ROW authorities. The authority takes this payment for reinstatement of the cut portions of bitumen/concrete roads and restores the same as per their various standards. This scope is not included in PIA obligations. Please confirm.  2) PIA shall be responsible for back filling the cut portions with same excavated earth. This shall be applicable for both Civilian areas as well as for Defence areas. Please confirm.	As per RFP
L&T	163	VIII	25.2.1	40	Compensation for cutting/damaging the old cables	Once PIA restores the damages to cables or other services, penalty shall not be deducted by ITI Ltd. No payment shall be held up by ITI Ltd on this account. Please confirm.	As per RFP
Vindhya telelinks	164	SECTION VIII	25.2.2	40	The PIA while taking delivery of materials supplied by the ITIL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any material is found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the PIA's payments/securities.	The ASCON Node is available at every 30-45 Km. It is the duty of ASCON Node representative to issue the material as per their roster. The Storage of material should be under their control. The PIA can not give penalty on such such things. Please amend the clause accordingly.	As per RFP
STL	165	VIII	26.1	41	Obtaining License before commencement of work	It is PIA's responsibility of applying for the labour licenses. Along with the application for the labour license, PIA will be required to submit a document from ITI (Form 3/5 of contract labour act)- in which ITI will be certifying to the labour authority that the PIA is working on the Project pursuant to the Tender. Request ITIL to issue the Form 3/5 for PIA to be able to apply for the labour license.	As per RFP with due indemnification to ITIL.
L&T	166	VIII	26.1	40 & 41	Obtaining License before commencement of work	ITI Ltd shall arrange to issue the form V within a week of award of contract. Please confirm.	As per RFP with due indemnification to ITIL.
L&T	167	VIII	26.2 & 33	41 & 46	Insurance, Indemnity, etc.	This shall be limited to the scope of work awarded to the PIA. Please confirm.	As per RFP
TCS	168		27.1	41		If there is change in law or bylaws communicated by government authority or ITIL which results in increase in effort as well as cost, then how will this change be handled?	As per RFP
TCS	169		29	42		What will be the notice period for any rescission or termination of Contract?	As per Standard practices or 30 days.
STL	170	VIII	29.2	42	Before effecting the final termination, all the pending financial issues have to be settled between PIA and ITI Ltd. In such a case, PIA shall peacefully handover all the executed portions of the project and works on 'as is where is basis' including all the material, documentation and all the records etc. so that implementation of the project do not get adversely impacted. In such a situation, PIA shall not be entitled for any compensation and/or claim whatsoever.	In order to duly compensate the bidder for the work done till termination, we request that the clause is amended as follows: "Before effecting the final termination, all the pending financial issues have to be settled between PIA and ITI Ltd. In such a case, PIA shall peacefully handover all the executed portions of the project and works on 'as is where is basis' including all the material, documentation and all the records etc. so that implementation of the project do not get adversely impacted. In such a situation, PIA shall not be entitled for any compensation <b>equivalent to the amount of work completed as agreed between the two parties</b> and/or claim whatsoever."	As per RFP
TCS	171		29.5	43		In case of Optional Termination, what will be the notice period? Also what about the wind down costs of PIA which PIA might have incurred in accordance with the scope and tenure of the contract?	As per RFP
STL	172	VIII	31.1(ii)	45	Sole Arbitrator to be appointed from a panel of arbitrators as may be fixed by ITIL.	Arbitrators must be independent from each party. As per the latest amendments of the Arbitration and Conciliation Act, this clause about appointment of sole arbitrators is not valid. Request deletion of the same.  <b>Proposed clause:</b> Sole Arbitrator to be appointed through the High Court having jurisdiction.	As per RFP

TCS	173		37	48		In case of suspension of work for no fault of PIA, will ITIL pay compensation to PIA to recover its costs?	As per RFP
Karvy	174	SECTION IX: SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER	Clause 1.3	Page No 50	No consortium partner shall be allowed.	Request to Consider CONSORTIUM, up to 3 Companies in the form of Lead Bidder and 2 Consortium Members and RFP PQ Credentials shall be fulfilled together by Consortium.	As per RFP
HFCL	175	IX	1.8	50	The work in each Zone or Link to be executed by ITIL may be split up between two or more sub-zones or may accept any bid in part and not in its entirety, if considered expedient by ITIL management before award or after award of the work.	This clause is ambiguous. The split-up ratio (if any) should be declared at the bidding stage.	To deal with exceptional circumstances in the interest of the project. No change in the clause.
Vindhya telelinks	176	Section IX	1.2	51	The price quotes have been asked link wise in all the zones. It is a common prudence that the terrains having higher altitudes and rocky strata would demand more efforts and expenditure to accomplish. In case it is observed that the links falling in difficult terrains/ areas have been quoted with lower price than those falling in comparatively plain and soft strata shall be termed as non-serious bids and shall be liable for rejection. This shall be applicable particularly for Zone I and Zone III	The prices are governed by various factors & strata is only one of those factors. It may eventually happen that the cost of laying OFC is higher in link at lower altitude and terrain which looks easy due to other factors impacting cost. It is therefore requested that this clause may be deleted. Please confirm.	As per RFP. However, terrain-wise averaging principle shall be followed in case of any conflict.
Tata Proj.	177		Section IX, CL 1.14	51	The Right of Way (RoW) shall be obtained by the successful PIA on behalf of the User, including various permissions from authorities like water, power, utilities, traffic police before start of execution of work. The RoW charges shall be reimbursed by the User against the proof of payment which has been approved by the user and paid by the PIA. The work shall be carried out as per terms and conditions and timelines mentioned in the RoW permission.	We request ITIL to make payments for all the ROW demand notes directly to all the authorities and support PIA for obtaining ROW permissions .	As per RFP
TCS	178		1.14	51		Please clarify the duration in which RoW charges will be reimbursed from the date of obtaining permission.	As per RFP
Vindhya telelinks	179	SECTION IX: SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER	1.14	51	The RoW charges shall be reimbursed by the User against the proof of payment which has been approved by the user and paid by the PIA	We request that the RoW charges should be re-imbursed within 15 days of submission of demand note and proof of payment of the same to the concerned authority. The same may please be confirmed.	As per RFP
L&T	180	IX	1.18	51	If any one or more number of ducts are found to fail the duct integrity test, additional laying/ HDD of pipe/s shall be carried out by the PIA at no extra cost. The cost of the damaged pipe(s) shall be recovered from the PIA with overhead charges if incurred.	As the HDPE ducts are going to be a free-issue item for us, we request you to not to recover any amount against the damaged Pipes encountered during duct integrity tests, especially in situations where the damages would be due to poor quality / quality deficiency of the HDPE Pipes. Kindly confirm.	As per RFP
Vindhya telelinks	181	IX	3 (1)	52	No additional charges, for laying of Second duct in the same trench if required to be laid within 0.05% of the total route length, beyond which this shall be payable @ 5% of the per KM charges, fixed for the main Supply & Service Items for the respected geographical area.	The charges given for second duct is too low and not as per industry practise. Keeping in view the activities required to be done for laying of second duct including widening of trench, placing of duct separators, cable blowing, splicing, termination etc. the same should be increased to minimum 40% of the per Km charges accordingly.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
HFCL	182	IX	3 i)	52	No additional charges, for laying of Second duct in the same trench if required to be laid within 0.05% of the total route length, beyond which this shall be payable @ 5% of the per KM charges, fixed for the main Supply & Service Items for the respected geographical area.	Laying of second duct in atrench also includes Cable Pulling, splicing and termination to be done which is a separate cost. As the prices to be quoted for a link are all inclusive prices for common trench length payments should be made at 50% of the per KM charges which has been the norm in BSNL NFS Tender for Indian Army	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20

STL	183	IX	3.iii	52	There may be circumstances wherein, the substantial time is lapsed between the OFC Link completion and the final acceptance of the network and start of the Warranty phase. During this intervening period, the PIA would be obliged to provide shadow maintenance to the executed OFC links by it so as to keep the links always ready for Acceptance Test and ready for use without any additional cost to ITIL. However, if this waiting phase extends beyond a period of 03 (Three) months after a link passes first phase of acceptance (completion of Link as per MB signed by User for 80% payment after receipt of payment from end user/customer), the PIA shall be eligible for prorated 25% of the Maintenance charges for such link(s) per KM as agreed against the Warranty Maintenance for the respective Zone. The links shall be maintained by PIA and have to be always kept ready for use and may be put to Test for vouching it's working status. In case any such link is not maintained or deteriorates during this shadow maintenance period, the PIA would be required to restore it and shall be levied with penalties as per Clause (j) and (k) of Appendix B of Annexure-VII. The OFC parameters shall be recorded at the onset of Shadow Maintenance as per Table 8 (i) of Part-III, OFC Maintenance at Appendix "A" of Annexure VII which shall be measured and recorded quarterly and needs to be within permissible limits with reference to the initial records.	We understand that during the shadow maintenance period wherein the bidder shall be eligible for prorated 25% of maintenance charges, SLAs pertaining to Splice Loss only shall be applicable as defined in clause (j) of Appendix "A" of Annexure-VII on Pg 183.  Please confirm	As per RFP
STL	184	IX	3(ii)	52	No additional charges for the leading-in OFC in the premises of the user, without trenching/HDD, for a fraction of 0.05% of the total route length, beyond which this shall be payable @ 5% of the per KM charges, fixed for the main Supply & Service Items for the respected geographical area. The leading in shall be done as per the standards prescribed for the internal wiring specifications for OFC laying such as FTTH.	Please specify the protection required for lead in between Zero manhole to building entry.	As per RFP
Vindhya telelinks	185	Section IX	3	52	There may be circumstances wherein, the substantial time is lapsed between the OFC Link completion and the final acceptance of the network and start of the Warranty phase. During this intervening period, the PIA would be obliged to provide shadow maintenance to the executed OFC links by it so as to keep the links always ready for Acceptance Test and ready for use without any additional cost to ITIL.	As any maintenance require a cost , so the maintenance services shall be paid for Shadow period (i.e. From the date of link completion till Ats). And also no penalty should be levied for this period.	As per RFP
STL	186	IX	3(v)	53	A usual wastage allowance towards jointing/spoilages etc for HDPE duct supplied by ITIL shall be allowed @ 2.5% and for the OFC @ 0.5% of the link KMs completed, shortages beyond this shall be chargeable.	As stated in TR/OFC/A-001, issue No 01 dated 31 Jan 2007, Wastage norms for duct and OFC in HDD portion need to be 5%, request you to modify accordingly.	As per RFP
Vindhya telelinks	187	IX	3 (5)	53	A usual wastage allowance towards jointing/spoilages etc for HDPE duct supplied by ITIL shall be allowed @ 2.5% and for the OFC @ 0.5% of the link KMs completed, shortages beyond this shall be chargeable.	Wastage should be allowed as per actuals. Please confirm	As per RFP
HFCL	188	IX	6	53	Supply & Maintenance of Stores	We understand Warehouse will be provided by ITIL	To be provided by PIA
HFCL	189	IX	6	53	Supply & Maintenance of Stores	E-Way Bills for transfer of material from warehouse to Site will be provided by ITIL	As per RFP

STL	190	IX	6.1	53	<p>ITIL shall be responsible to supply HDPE duct and Optical Fibre Cable as per the pace of work and need/request from the PIA. Generally, these items shall be manufactured/supplied by ITIL at various factories of ITIL and shall be transported to ITIL's temporary Warehouse/Delivery Points which shall be one per 1000 KMs work awarded (Fractions to be rounded off to the nearest integer). These delivery points can be mutually decided between ITIL and the PIA but shall generally be located in plain areas of the awarded zone, within in one or more states falling in that zone. The PIA shall make arrangements of receiving the material from such delivery points, arrange to issue receipts at such delivery points and carry the material to the actual work site or to it's temporary storage yard with a suitable arrangement to take care of GST/Tax compliances. ITIL shall have no objection if the PIA makes a tie up with the ITIL's transporter to carry the stores further from such Delivery Points at its cost. The PIA shall provide</p>	<p>The two clauses are contradictory in nature regarding the location of Warehouse/Delivery points from the Site. We understand that the average distance shall be limited to 250 Kms only.</p> <p>Please confirm</p>	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Polycab	191	SECTION IX: SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER	6. Supply and Maintenance of Stores:	53	<p>ITIL shall be responsible to supply HDPE duct and Optical Fibre Cable as per the pace of work and need/request from the PIA. Generally, these items shall be manufactured/supplied by ITIL at various factories of ITIL and shall be transported to ITIL's temporary Warehouse/Delivery Points which shall be one per 1000 KMs work awarded</p>	<p>Kindly confirm in event of any delay in supply of HDPE Duct &amp; Optical Fibre Cable by M/s ITI to PIA as per approved Survey Plan:- The cost of idling charges towards PIA deployed manpower &amp; machinery shall be borne by M/s ITI and also such delay of supplies will not lead to imposition of L/D on the PIA.</p>	As per RFP
Polycab	192	SECTION IX: SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER	6. Supply and Maintenance of Stores:	53	<p>ITIL shall be responsible to supply HDPE duct and Optical Fibre Cable as per the pace of work and need/request from the PIA. Generally, these items shall be manufactured/supplied by ITIL at various factories of ITIL and shall be transported to ITIL's temporary Warehouse/Delivery Points which shall be one per 1000 KMs work awarded</p>	<p>Please clarify location and place from where material will be available loading/unloading and getting material on-time is very critical. We recommend either ITI provide on-site as per PIA's need Or ex-factory and PIA to charge transportation extra. OFC cable and Duct; very critical to handle for loading and unloading.</p> <p>PIA to collect material from dispatch point or ITI to deliver at locations to avoid any damage during loading / unloading.</p> <p>ITI to ensure all material to be received as a package - HDPE Duct &amp; OFC together. This will ensure no delay in work execution and any delay in receipt of stores (HDPE Duct or OFC) by PIA will not lead to imposition of any penalty.</p> <p>Reimbursement of such delay charges to PIA. In event of large time span, is PIA allowed to procure material to finish work execution.</p> <p>Kindly clarify.</p>	As per RFP
Polycab	193	SECTION IX: SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER	6. Supply and Maintenance of Stores:	53	<p>ITIL shall be responsible to supply HDPE duct and Optical Fibre Cable as per the pace of work and need/request from the PIA. Generally, these items shall be manufactured/supplied by ITIL at various factories of ITIL and shall be transported to ITIL's temporary Warehouse/Delivery Points which shall be one per 1000 KMs work awarded</p>	<p>Since OFC is being supplied by ITI and not by PIA. All OFC drums being supplied should be accompanied by Test Report. PIA should have a right to check optical properties of the cable being laid and PIA should have a right of refusal of the OFC is not meeting the optical properties.</p> <p>Please confirm.</p> <p>Since HDPE Duct is being supplied by ITI and not by PIA. All HDPE Duct Coils being supplied should be accompanied by Test Report. PIA should have a right to check mechanical properties of the HDPE Duct being laid and PIA should have a right of refusal of the HDPE Duct if it is not meeting the mechanical properties.</p> <p>Please confirm.</p>	As per RFP
Polycab	194	SECTION IX	SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER Clause 3 (v)	53	<p>A usual wastage allowance towards jointing/spoilages etc for HDPE duct supplied by ITIL shall be allowed @ 2.5% and for the OFC @ 0.5% of the link KMs completed, shortages beyond this shall be chargeable.</p>	<p>Kindly confirm:</p> <p>a) Drum lengths of OFC being supplied by ITI.</p> <p>b) Considering industry standard and large scale OFC laying project actual / realistic Wastage per link km's may please be revised to Wastage not greater than <b>3.5 % HDPE Duct &amp; 2% for OFC</b></p>	As per RFP

Polycab	195	General	SPECIAL (COMMERCIAL) CONDITIONS OF THE TENDER Clause 3 (v)	53	Have Below Wastage % HDPE duct supplied by ITIL shall be allowed @ 2.5% and for the OFC @ 0.5% of the link KMs completed	Considering industry standard and large scale OFC laying project actual / realistic Wastage per link km's may please be revised to Wastage not greater than <b>3.5 % HDPE Duct &amp; 2% for OFC</b> Kindly confirm	As per RFP
STL	196	IX	6.3	54	In case any quantity of HDPE Duct or OFC cable issued by ITIL, is lost, wasted or consumed unaccounted, same shall be charged to the PIA's account @ Rs.50/Mtr for duct and @ Rs.100/Mtr for OFC cable.	Please quantify the minimum servicable length which ITIL will accommodate while accepting site return duct and cable length after completion of the link while material reconciliation.	As per RFP
L&T	197	IX	6.3	54	In case any quantity of HDPE Duct or OFC cable issued by ITIL, is lost, wasted or consumed unaccounted, same shall be charged to the PIA's account @ Rs.50/Mtr for duct and @ Rs.100/Mtr for OFC cable.	Incase if the OFC & HDPE ducts supplied as free-issue items by M/s. ITI Ltd are lost, damaged (due to reasons attributable to PIAs) or consumed unaccounted, the same shall be replaced by PIAs with equivalent TSEC approved materials, upon joint acceptance of such loss/damage/unaccounted consumption by them with M/s. ITI Ltd.	As per RFP
Vindhya telelinks	198	IX	6.3	54	In case any quantity of HDPE Duct or OFC cable issued by ITIL, is lost, wasted or consumed unaccounted, same shall be charged to the PIA's account @ Rs.50/Mtr for duct and @ Rs.100/Mtr for OFC cable.	We understand that additional material required for completing the link, after wastage, shall be issued by ITIL to PIA without any additional cost. Please confirm.	As per RFP
L&T	199	X	1	55	Survey plan shall have detailed drawings, GIS information based, route maps in KMZ/KML and in the given formats	Clause stipulates preparation of survey drawings and feeding them in the GIS software and hardware provided by ITIL for generating KML /KMZ files for route plan approval. Whether approval will be given after these drawings are submitted or it will be based on the manual drawings prepared and submitted as manual drawing approval will allow simultaneous start of work, while the data is being fed for generation of KML/KMZ files, we request you to confirm the same.	As per RFP
STL	200	X	1	55	.....ROW charges, payable to the RoW granting authorities against their invoice/demand letter, shall be paid initially by the PIA which shall be reimbursed by the user.....	Request to please modify the clause as per below: .....ROW charges, payable to the RoW granting authorities against their invoice/demand letter, shall be paid initially by the PIA which shall be reimbursed by the user- <b>ITIL within 10 days from the date of submission of reimbursement invoice.</b> .....	As per RFP
L&T	201	X	3	55	OFC data base shall be created during the laying of route. Following attributes of the optical fibre cable will be included. These attributes, will be upgraded during each iteration, while developing the application	We understand that all required attributes of OFC shall be captured by us properly in Excel file and submitted. Kindly confirm whether our understanding is right.	As per RFP
L&T	202	X	Clause no. 6 & Point no 4	56	PIA's corresponding payment may be withheld and separate PBG asked, if Fiber/Duct/FDF Material inventory exceeds > 20% than used.	In case if this scenario arises due to no-fault of PIA, then M/s. ITIL shall not withhold any payment as well as shall not insist for any separate PBG. Kindly confirm.	As per RFP
Karvy	203	SECTION-XI: List Of Documents To Be Submitted as a Part of The Bid, Point (g)	Point (g)	Page No 57,	Experience Certificates: Work Order / Agreements of the Project along with completion certificates clearly highlighting Scope of the Work (SOW), Bill of Material (BOM), cost of the Project(s) with specific mention of the cost towards OFC laying (Underground and Aerial, separately) and the area of work to ascertain the geography towards claim of experience in Hilly terrains, where applicable. The experience as required to meet eligibility conditions during the last 5 years only (period ending 31st March 2020), shall be considered.	Request to Consider Purchase Orders and On Going Project Progress documents for Experience details, along with project wise summary in the form of Self Certification by Authorised Signatory.	As per RFP
HFCL	204	XI	i	57	Liquidity certificate from the banker for the minimum amount as mentioned at Table-I	The condition in Table-I talks about solvency certificate only. Please confirm which certificate need to be submitted with Bid - 'Liquidity Certificate' or 'Solvency Certificate'.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
HFCL	205	XI	r	57	List of Node Locations/Links for the Network execution, follow-up and obtaining the RoW for and on behalf of the user (After Signing NDA).	To provide the information along with Bid, a draft of the certificate may please be suggested.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20

Polycab	206	SECTION-XI	LIST OF DOCUMENTS TO BE SUBMITTED AS A PART OF THE BID (P)	57	Undertaking in letter head to indemnify ITIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	Please provide format to avoid any ambiguity	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Karvy	207	SECTION-XI: List Of Documents To Be Submitted as a Part of The Bid, Point (u)	Point (u)	Page No 58,	List of Tools & Implements such as JCB, HDD M/Cs, and Splicing Machines etc as mentioned in table-I with ownership proof by the bidder.	Request to Consider, Self-Certification by Authorised Signatory either by Ownership or by arrangements through third party organisations may please be permitted.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Karvy	208	SECTION-XI: List Of Documents To Be Submitted as a Part of The Bid, Point (v)	Point (v)	Page No 58,	Self-certified list of Employees for being on rolls of the bidder as per table-I, with verifiable EPF & ESI Details.	Request to Consider Authorised Signatory, Self-certified list of Employees for being on rolls of the bidder as per table-I, with verifiable EPF & ESI Details. For Overall Manpower Capability of the Organisation.	As per RFP
HFCL	209	XI	v	58	Self-certified list of Employees for being on rolls of the bidder as per table-I, with verifiable EPF & ESI Details.	We understand, copy of EPF & ESI registration certificate of the company need to be provided along with list of proposed employees being roll out in the project.	As per RFP
TCS	210		SECTION-XI	58		List of documents to be submitted , (pt- U) - "List of Tools & Implements such as JCB, HDD M/Cs, Splicing Machines etc as mentioned in table-I with ownership proof by the bidder." , Although there is no mention of these tools in Table I cross referencing this .	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
L&T	211	Annexure I	1.iii	60	Trenches shall be filled with soft excavated soil 300mm thick over the laid HDPE Duct, then mechanical protection of bricks of compressive strength not less than 50 kg / sq.cm. shall be provided, longitudinally for one duct and transversally for more ducts, there after trenches can be filled up with excavated earth with warning tape laid at specified depth from ground level.	Please provide the depth at which warning tape shall be laid from the ground level as the same is not indicated in the document	As per RFP
L&T	212	Annexure I	1.v	60	At bridges, flyovers etc; GI Pipe 50 mm nominal bore, medium class with minimum one hole per feet shall be provided and covering GI pipes with cement concrete 1:2:4 (1Cement: 2 Sand: 4 aggregate) minimum 75 mm thick around GI pipe or clamping with MS clamps of heavy duty.	Please clarify on the provision of one hole per feet.	As per RFP
L&T	213	Annexure I	3.i	60	RCC chambers shall be plastered inside and filled with river sand after splicing of joints/ loops.	Since river sand mining is banned due to environmental reasons, provision for using alternative options like M-sand shall be given.	As per RFP
Vindhya telelinks	214	ANNEXURE-I Technical Specifications	(iv)	60	In rocky area depth of trench shall be made min 900 mm by chiselling/cutting etc and protection of GI pipe with sockets etc 50 mm nominal bore, medium class shall be provided	As per this clause in rocky area depth of the trench shall be minimum 900mm (90 cm) with protection of GI pipe whereas as per clause 17.1.7 under measurement of depth of trenches, GI pipe is required at depth of 30 Cms to 60 Cms. The same may please be clarified to remove discrepancy.	May refer to Qualifying note below 17.1.7
DEPL	215		Annexure I technical specification		(iv) In rocky area depth of the trench shall be made min 900 mm by chiseling / cutting etc and protection of GI pipe with sockets etc. 50 mm nominal bore, medium class shall be provided.	As per industry standard min. Depth in rocky area allowed min 600mm. Depth 600mm to 900mm should be protected by DWC Pipe with PCC block 300x300. Depth varying 900mm to 1200mm DWC protection is sufficient. Depth above 1200mm no protection is not required.	As per RFP
Pratap	216	Annexure I		60		As per Tender document : Culvert/ Bridge crossing which has been mentioned to cross with GI Pipe laying and clamping only (Page NO-60, Annexure-1, Technical specification, Para-1 V), our submission is that option of DWC+ GI sheet should be given as approved method, as placement of GI Pipe is highly prone to theft and hence it will add costing during project and O&M as a rework.	As per RFP
STL	217	Annexure I	4 (iii)	61	An as-built diagram of the OFC route has to be prepared as per the requirement of the Engineer in Charge/ITIL and submitted in duplicate (both soft and hard copies) by the PIA upon completion of the work. OTDR tracing indicating overall db losses, splice losses and related details shall also be submitted by PIA after completion of link and AT.	Please share the required accuracy of ABD.	±0.5m
L&T	218	Annexure I	6.i	61	All stores required for execution of the work shall be got tested and approved by Engineer in Charge before execution of the works.	Testing procedures & formats for the items other than free issue materials such as Duct, OF cable and FDF shall be furnished	As per RFP and specification.

STL	219	Annexure-I	6.ii	61	Stores required to be supplied by ITIL for execution works such as HDPE Duct and OF Cable, shall be supplied and may be stored at nearest Network Node. The average distance from the Site of work (Node end of the Link) shall be about 250 KMs	The two clauses are contradictory in nature regarding the location of Warehouse/Delivery points from the Site. We understand that the average distance shall be limited to 250 Kms only.  Please confirm	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
L&T	220	Annexure I	6.3.2	66	On Ducted Routes. Optical fiber cables may .be laid through the existing ducts wherever the ducts are available. As far as possible the cable may be diverted to the new ducts laid subsequently. When the cables are laid in ducts, no particular depth is prescribed. End of the ducts should be properly sealed and necessary protection by way of DWC/ G. I. pipe / RCC pipe should be provided at the entry and exit of the duct till the cable is buried to a depth of 1.5m. The above is applicable in town or 'any other' ducts laid cross country.	1) In case if the OFC is required to be laid in the existing ducts, then there shall not be any requirement of diverting the same by the PIAs to the new ducts laid subsequently. In such case of diversion required to be done by PIAs, the quantity of works executed so shall be considered as new OFC laying and be paid accordingly.  2) Further, we understand that the payment for the OFC laid in the existing ducts shall be the same as per the rates quoted by the PIAs in the Price Schedule for the new trench.  Kindly confirm the above.	As per RFP
L&T	221	Annexure I	6.4.3	67	On rail bridges / crossings the optical fiber cables shall be laid through HDPE pipe which shall be encased in suitable cast iron/GI/RCC pipe as prescribed by Railway Authorities	HDD shall also be allowed at such crossings. When HDD crossings are done, protection shall not be applicable. Please confirm.	As per RFP
L&T	222	Annexure I	6.4.4	67	The optical fibre cable shall be laid at a depth of 1.50m through HDPE pipe encased in DWC/RCC pipes which shall extend three meters on either side of the end road to take care of any future expansion. Depth of 1.50M can further be reduced depending on nature of soil & other conditions in accordance with para 6.1 & 6.2.	HDD shall also be allowed at such crossings. When HDD crossings are done, protection shall not be applicable. Please confirm.	As per RFP
Pratap	223			78 and 115		Clarity required on RCC Chambers ,chamber drawing mentioned on page NO-115 is not matching with one given on page no-78. Need clarity for application of RCC chambers.which is to be used where for both .. Mentioned RCC chamber types are : Page -78 : 500 * 500 -2 Rings (Page-78) where as on Page NO-115 it is single ring of 600 mm height.	Deployment as per depth and site conditions.
L&T	224	Annexure I (TR/OFC/A-001)	5.1	89	HDD may not be deployed in the cross country areas. It may be deployed only for the water canal crossings, Highway crossings and Railway crossings. Exceptional cases where the HDD needs to be deployed may be decided suitably.	As per the provisions contained elsewhere in the tender HDD can be used for soft soil. Hence, the same may please be allowed in all the areas wherever PIA feels the same is feasible. Please confirm.	Yes,as per approved survey report.
L&T	225	Annexure I (TR/OFC/A-001)	9.2	93	Concurrent Depth AT	Clause mentions concurrent AT only for HDD methods. The same shall be extended to Open trench in city portions and constrained areas where the trenches cannot be kept open as it may result in safety hazards.	As per RFP
L&T	226	Annexure I (TR/OFC/A-001)	13.3.2.2	96	3 to 4 Kms length of OF cable reel is recommended to reduce the no. of splices	This is contradicting with the clauue 11.4 (pg no. 94) where it is mentioned that the cable drums are standardized for 2 kms. Please confirm	Standard for 2kms can be extended upto 4kms
Vindhya telelinks	227	ANNEXURE- I	3.12	113	For providing additional protection Split RCC/GI pipes should be used from top instead of full RCC / GI Pipes.	Split RCC/GI pipes is not so protective as full RCC/GI pipes. So practice suggested here is not recommended. Request to modify this suitably to reduce maintenance requirement in the project.	As per RFP
Vindhya telelinks	228	ANNEXURE- I	3.6	121	In the cities where the Overlay Access Network (OAN) is being planned, the O.F. Cable alignment may be planned on the footpath or along the edge of the road.Manholes may also be located along the alignments. Fiber to the home (FTTH) technologies are being introduced in the network, hence the planning of the fibers needs to be done as per the ultimate customer demand. In every manhole 30 meter Coil should be kept for every cable	The length of coil required to be placed in manhole should be made clear. The planning of the fibers needs to be done as per the ultimate customer demand which is not possible after finalization of planning/scope. Please clarify accordingly.	As per RFP



Vindhya telelinks	229	Annexure III	<b>Clause No.1 &amp; 3</b>	<b>160</b>	<p>1. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITI stating that the amount claimed is due by way.....</p> <p>3. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to force able till all the dues of the ITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharge this guarantee.</p> <p>Notwithstanding anything contained herein: 1. Our liability under this Bank Guarantee shall not Rs. /- (Rupees Only)</p>	<p>The bank have made some minor changes in the format:</p> <p>1. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on <b>receipt of a written</b> demand from the ITI stating that the amount claimed is due by way.....</p> <p>3. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to force able till all the dues of the ITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharge this guarantee <b>or, till _____ whichever is earlier.</b></p> <p>Notwithstanding anything contained herein: 1. Our liability under this Bank Guarantee shall not <b>exceed</b> Rs. /- (Rupees Only)</p> <p>It is requested to kindly accept the changes.</p>	As per RFP, except if bank have some issues.
L&T	230	XI	Annexure - VII	171	<p><b>ANNEXURE-VII</b> <b>BOM (Part of Main Supply &amp; Service)</b> Sl no 2 Items - Joint Closure Make &amp; Model - TEC approved Sl no 5 Items - RCC Route Indicator Make &amp; Model - TEC approved</p>	<p>We hope that the outdoor Joint closures approved under TEC Gr no. TEC/GR/TX/FDM-003/01 MAR 2012 with latest amendments if any, can suffice the requirement, Please confirm.</p> <p>Also, we understand that RCC route indicators shall be supplied as per the technical specifications provided in the tender, as TEC Gr no. is not applicable for this line item. kindly confirm.</p>	As per RFP
STL	231	Annexure VII	S.No. 5	171	RCC Route Indicator make and model as TEC approved	Generally RCC route markers are manufactured locally near the sites and TEC approval is not required for the same. Please confirm	As per RFP
STL	232	Annexure VII	S.No. 7	171	Electronic route marker - Underground (every 100M)	<p>There seems to be an error in the SOR since the electronic Route Marker is required every 100 mtr, hence the SOR needs to be corrected accordingly.</p> <p>For example, for Zone-I qty should be 42540 instead of 4254 if to be deployed at every 100 mtrs.</p>	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
STL	233	Annexure VII	S.No. 7	171	DWC and GI size for single duct and multiple ducts	Please share the specifications of of DWC and GI pipe.	As per RFP
TCS	234		BOM (Part of Main Supply & Service)	171		Please confirm if Electronic route marker have to be places - Underground (every 100M) , or its every 1000 M , because qty mentioned is as per 1000M	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
DEPL	235		Annexure VII	171	RCC Route indicator - TEC approved	As mentioned in tender RCC Route indicator should be TEC approved . Is it TEC approved or as per the BSNL specification ?	As per RFP
DEPL	236		Annexure VII	171	Eelctronic Route marker - Over ground(every 500 mtr) - Approved Make -Aishwarya Telecom	As mentioned in tender Eelctronic Route marker - over ground(Every 500 mtr) - Approved Make -Aishwarya Telecom. Seems to be OEM specific rather then model /technical specifications specific. This can impact the service charges. Need rate list of item.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
DEPL	237		Annexure VII	171	Eelctronic Route marker - Under ground(every 100 mtr) - Approved Make -Aishwarya Telecom	As mentioned in tender Eelctronic Route marker - over ground(every 100 mtr) - Approved Make -Aishwarya Telecoms. Seems to be OEM specific rather then model /technical specifications. Need rate list of item.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Pratap	238	VII	SL NO 07	171		Need clarity on Electronic Route Marker (ERM) Underground, as per BOM quantity mentioned is 4451 ( Annexure-7,sr. No-7, Page No:171) which is contradicting with placement mentioned as every 100 Mtrs. We understand placement should be done at 1000 Mtrs not at every 100 Mtrs. Also overground route marker installation methodology is not mentioned in document. Need clarity for both these points.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Polycab	239	ANNEXURE-VII	BOM (Part of Main Supply & Service) Sr. No -7	171	Electronic route marker - Underground (every 100M)	Kindly re-confirm the qty of Electronic route marker - Underground We understand as a standard it should be on <b>every 1000 Mtr or 2000 Mtr.</b>	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20

L&T	240	VIII	A. 1	172	The PIA shall intimate ITI at least 45 days before the scheduled date of PDI	Considering the very stiff completion period, we request you to accept 15 days prior notice for "Pre-Dispatch Inspection (PDI)" from the PIAs. Kindly confirm.	As per RFP
L&T	241	VIII	A. 4	173	Spares and all consumables required for warranty repairs shall be provided free of cost by PIA.	As the major supply items are not covered in the scope of PIAs, we hope that there shall not be any requirement for supply of spares & consumables by PIAs during warranty period. Kindly confirm.  If any specific spares & consumables are expected to be supplied & maintained by PIAs during the warranty period, Please list-out and share the same to enable a level-playing field among all the Bidders.	As per RFP
HFCL	242	Annex-VIII	4	173	WARRANTY CLAUSE The PIA would warrant that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications. The PIA would warrant for a period of 24 months from the date of final taking over the entire integrated network, (i.e. from date of Network AITP) that the goods/stores including software components, infrastructure and network integration support supplied under this contract and each component/service used in the manufacture thereof shall be free from all types of defects/failures.	As major items i.e. OFC, Duct and FDF are being supplied by ITIL, a list of items which must covered under 24 months warranty may please be provided.	Supplies and services provided by the PIA
HFCL	243	Annex-VIII	4	173	WARRANTY CLAUSE PIA hereby warrants that necessary service and repair back up during the warranty period of the links shall be provided by the PIA and he will ensure that the UPTIME of 99.97% is maintained at all times within warranty period. In the event of not adhering to the specified Uptime for the equipment/system, per week penalty shall be levied as per terms and conditions defined in AMC/Warranty Contract.	Please suggest a way to abstract warranty of items which are not being supplied by bidder.	Supplies and services provided by the PIA
Vindhya telelinks	244	WARRANTY AND AMC-SLA		173	The PIA would warrant for a period of 24 months from the date of final taking over the entire integrated network	Delay in integration due to reasons not attributable to PIA to be considered for start of warranty. Please confirm	As per RFP
L&T	245	Annexure VIII	Note iv	174	The Detailed Terms and conditions shall be same as that of AMC applicable to OFC and is appended as below (Appendix A to Annexure VII)	Please confirm whether the appendix A is pertaining to Annexure VIII or Annexure VII as Annexure VII is BOQ	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
Vindhya telelinks	246	Appendix "A" to Annexure VII		175		Penalties during maintenance are too many and the same should be restricted to only key parameters like MTTR and UPTIME. So we request you to amend the clause accordingly to avoid unnecessary loading on prices.	As per RFP
Vindhya telelinks	247	ANNEXURE-VIII	(e)	176	The maximum restoration shall not exceed Five (05) hours in plains and shall not exceed 06(six) hours in hilly areas where approach roads are difficult.	The time given for restoration in hilly areas is less & not as per the industry standard. It should be minimum 8 hours. Please confirm	As per RFP
Vindhya telelinks	248	OPTICAL FIBRE CABLE MAINTENANCE (DURING WARRANTY AND AMC)	(h)	176	The PIA shall give advance notice to ITIL or its representatives whenever any work or materials are intended to be covered up in the earth or walls or otherwise to be placed beyond the reach of measurement, in order that the work may be inspected or that correct measurement may be taken. In default of such notice, the same shall, at the discretion of ITIL or its representative, be uncovered and measured at the PIA's expenses. The work shall again be covered up at the PIA's expenses. Once finished work is inspected to ascertain the parameter for digging and laying and OFC maintenance and the said work is found to be defective then the PIA shall bear the extra loss of redoing the OFC work.	Time limit need to be fixed for inspection by ITIL after giving notice by PIA. Please specify	As per RFP
HFCL	249	Annex-VIII	9(b)	177	Spares. Spares for OFC include one time OFC spares, OFC for 20 % replacement (during the period of warranty and AMC) and spares for repair of OFC. PIA will cater for repair of at least 05 (five) fiber cuts to be maintained at one time with each of the FRTs. The stocking of these spares will be done at location in consultation and approval of ITIL. The spares should conform to latest TEC GR.	1) As there is no specific clause and quote for AMC is sought in the tender, we understand AMC is not in the scope of Bidder. Please confirm. 2) Bidder need not to provide spares for OFC, Duct and FDF as these items are being supplied directly by ITIL. Please confirm	1) AMC clause applicable only during warranty period and 2) Yes as per RFP.
L&T	250	Appendix "A" to Annexure VII	9.e	177	Permanent Restoration	In case if the OFC are to be replaced and rectified due to reasons not attributable to the PIAs like cable damages due to road widening, force majeure, etc., we shall be paid additionally for such quantities of works as per the unit rate quoted by us for the new trenching & ducting works.	As per RFP

TCS	251		Appendix "A" to Annexure VII	177		During O&M phase , Arrangement and procurement of the spares for categories like Fiber , Ducts , FDF will be in responsibility of ITI or PIA ? Because these materials were arranged and procured by ITIL during implementation	Clauses are self explanatory.
TCS	252		Spares	177		Need to understand who shall be responsible to manage spares for fiber etc.	Clauses are self explanatory.
Polycab	253	Appendix "A" to Annexure VII	OPTICAL FIBRE CABLE MAINTENANCE (DURING WARRANTY AND AMC) (PIA's Obligation) Sr no. 9(b)	177	<b>Spares:</b> Spares for OFC include one time OFC spares, OFC for 20 % replacement (during the period of warranty and AMC) and spares for repair of OFC. PIA will cater for repair of at least 05 (five) fiber cuts to be maintained at one time with each of the FRTs. The stocking of these spares will be done at location in consultation and approval of ITIL. The spares should conform to latest TEC GR.	We assume that spare will be provided by ITI (Material which are in scope of ITI such as <b>HDPE Duct, Optical including accessories, Fibre Cable and FDF</b> ). Kindly clarify	As per RFP
L&T	254	Appendix "A" to Annexure VII	9.f	178	Material Reconciliation	Normal wastages in case of HDD will be more due to the entry and exit points requirement and hence the wastage shall be minimum 4% in such cases for HDPE Pipes, as being practised in the telecom industry. Kindly confirm.	As per RFP
Vindhya telelinks	255	ANNEXURE-VIII	(g)	178	These instruments and tools will be replaced after every two years during the AMC period which amounts to total of 4 sets in complete life cycle of AMC. On replacement, the old equipment will be handed over to ITIL. However, if the PIA fails to provide replacement in second, fourth and sixth years of AMC and the existing old equipment is faulty and remains so, then penalty shall be 1.5 times the deficiency of resource / equipment in FRTs	FRT Tools will be in scope of ITIL or PIA.? Replacement of instruments and tools after every 2 years will involve heavy cost and the same is not as per the industry standard. This requirement should, therefore, be dropped.	The warranty is for 2 years only.
Vindhya telelinks	256	ANNEXURE-VIII	(g)	178	These instruments and tools will be replaced after every two years during the AMC period which amounts to total of 4 sets in complete life cycle of AMC. On replacement, the old equipment will be handed over to ITIL. However, if the PIA fails to provide replacement in second, fourth and sixth years of AMC and the existing old equipment is faulty and remains so, then penalty shall be 1.5 times the deficiency of resource / equipment in FRTs	Since PIA will be responsible for maintaining SLAs, any penalty due to non availability of equipment etc. should not be there. Unnecessary and unreasonable penalties will only force PIA to build this cost in its' bid which is not in interest of ITIL. This clause may, therefore, be amended accordingly.	Responsibility as applicable to OFC network maintenance of awarded zone.
TCS	257		NA	178		Kindly specify, if tools and instruments for FRT will be provided by itil or pil needs to arrange the same (like otdr, power meter etc.) whereas in page 178 ITIL states tools will be provided by ITIL and needs to be returned in working condition to ITIL every 2 years	The warranty is for 2 years only.
Polycab	258	Appendix "A" to Annexure VII	OPTICAL FIBRE CABLE MAINTENANCE (DURING WARRANTY AND AMC) (PIA's Obligation) Sr no. 9(f)	178	(f) Material Reconciliation. It shall be the effort of the PIA to reduce wastage at every level. At the end of the specified work as per work order, ITIL would undertake a joint reconciliation of all the materials issued. The maximum allowable wastage for the various items are given below: - (i) Conduits wastage not greater than 0.5%. (ii) Cables wastage not greater than 0.5%.	Considering industry standard and large scale OFC laying project actual / realistic Wastage per link km's may please be revised to Wastage not greater than <b>3.5 % HDPE Duct &amp; 2% for OFC</b> Kindly confirm	As per RFP
STL	259	Appendix A to Annexure VII	Penalties - Clause 10	182	Manpower/Resource availability	Understand that if vehicle FRT is not available, penalty will be levied as whole on FRT only and not individually on vehicle, manpower, resource etc as they are interrelated. Please confirm	As per RFP
STL	260	Annexure-VII	10	182	Penalties on account of any deficiency or deviation of OFC Maintenance are as under	Since the SLA penalties are more of a deterrent to ensure discipline in carrying out maintenance activities but to ensure a balance between discipline and cost loading of the bid, we request that the penalty on SLA breach is capped at 20% of the Quarterly Value of OFC Maintenance Services.	As per RFP

STL	261	Appendix A to Annexure VII	Penalties - Clause 10	182	Penalty	We understand delay due to reasons beyond reasonable control of PIA will be excluded from calculation of penalty of all other SLA parameters inline with clause (g) on Page 182, which states that penalty will be imposed only for reasons attributable to PIA.  Please confirm	As per RFP
STL	262	Appendix A to Annexure VII	Penalties - Clause 10	182	Unreasonable degradation	Any additional joint due to fiber cut will introduce loss in section and the section is replaced if the number of cuts exceeds the design value. Hence, it is requested not to levy penalty on degradation.  Further, request to define the reason for degradation clearly excluding fiber cuts restored.  Further, any penalty due to normal wear and tear to be excluded from penalty	As per RFP
HFCL	263	Annex-VIII	12	185	Warranty of Item supplied during AMC Period. The PIA warrants that the goods supplied under this AMC conform to technical specifications prescribed for equipment and shall perform according to the said technical specifications. The PIA warrants for a period of 24 months from the date of Final AITP, that the goods / stores supplied under this AMC and each component used during AMC shall be free from all types of defects / failures. If	Please elaborate the AMC clause, its duration and bidder's obligations.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
L&T	264	Appendix "A" to Annexure VII	Part IV other terms & conditions - Clause 13	185	PWBG	As per Office Memorandum ref - F.9/4/2020-PPD from "Ministry of Finance", Procurement policy division, dated. 12.11.2020, the Bank guarantee shall be 3% for Government contracts. We request you to consider the same and issue suitable amendment in this regard.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
L&T	265	Appendix "A" to Annexure VII	Part IV other terms & conditions - Clause 14	185	PBG for AMC	As per Office Memorandum ref - F.9/4/2020-PPD from "Ministry of Finance", Procurement policy division, dated. 12.11.2020, the Bank guarantee shall be 3% for Government contracts. We request you to consider the same and issue suitable amendment in this regard.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
HFCL	266	Annex-VIII	20	186	Training. The PIA will train sufficient number of personnel of ITIL annually with the periodicity mutually agreed upon (in coordination with ITIL). Practical training will be imparted to ITIL personnel in the field by PIA engineers. The syllabus for training will be prepared by PIA in consultation with ITIL. ITIL will arrange the training place with all necessary resources like projector along with equipment/access to network.  Training will also be imparted at Training nodes of ITIL at Delhi, Mhow, Jabalpur and Goa by suitable Engineers and Technicians quarterly for approx 10 to 14 days each.	As there is not separate line item in the Price schedule, we understand, bidder should include this cost in their quote.  Please confirm if our understanding is correct.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
HFCL	267	Annex-VIII	22	186	Octroi. Any tax implications including octroi etc. during the transport within the territory shall be the responsibility of the PIA. No certificate in this regard shall be handed to PIA by ITIL.	with the introduction of GST country-wide, this clause should not be applicable now. Please delete the clause.	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
TCS	268		16. Sub Contract	186		Is sub- contracting allowed , pg. 186 says its not allowed , wherein Pg. 25 refers written approval from ITIL is required	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
TCS	269		Subcontract	186		Article 27 is missing	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20

Polycab	270	Appendix F PENALTIES: OFC MAINTENANCE	(k) Unreasona ble Degradatio n of OFC parameters	193	Cumulative loss including dispersion (k) Unreasonable Degradation of OFC parameters and jointing losses should not increase beyond 1 dB over any section of OFC route. (i) If the loss increases in dB over a section between 1.01 to 2.0 dB. (ii) If the losses increases and increase of loss is between 2.01 to 3.0 dB.  (i) 2.8 lakhs (ii) 5.6 lakhs and so on	1) We Understand that Cumulative loss including dispersion Should Be Per KM Not For over any section of OFC route. 2) OFC is being supplied by ITI and not by PIA. PIA should have a right to check optical properties of the cable being laid and PIA should have a right of refusal of the OFC is not meeting the optical properties.	As per RFP
TCS	271		Appendix I, II, III to Annexure- IX	196		Is there any specific format to put price for supply items under scope of PIA , or they needs to be blended as part of service rates	As per RFP
TCS	272		NA	199		Financial template is missing	It is available
DEPL	273		Annexure - X	204	GST shall be extra, payable at the prescribed rate against the GST invoice.	Bidding value will be including GST or without GST??	As per RFP
L&T	274		General Query			We request ITI Ltd. to share the details of SPOC from your side who should be contacted for getting information on the termination points at the start and end locations of each link.	Relate to operational phase
STL	275		General			Since the original tender from USER stipulates penalties based on uptime SLA breach, hence we request that penalty on PIA shall be levied only in case of breach of Uptime SLA as a %age (as defined in the tender issued by the USER) of Quarterly O&M revenue of the impacted link. All additional penalties during the Warranty/O&M period should not be applicable.  Please confirm	As per RFP
TCS	276		NA	NA		In general, we would like to propose some drafting changes to the contract. Will the Purchaser be open to discuss the changes to the draft contract?	As per RFP
TCS	277		General	NA		What is the project Implementation Time Line ? Is it 12 months .	As per RFP
TCS	278		General			What is the procedure for proposing additional BoQ item once the actual Route survey is done , and additional requirements comes up .	As per RFP
TCS	279		General			What is the type of Patch cords to be arranged - Type LC-SC , Is ITI going to arrange/procure the patch cords and provide to PIA	As per RFP
TCS	280		General			Is ITI going to arrange/procure the Racks for FMS and provide to PIA	As per RFP
DEPL	281		General			Please incorporate Mobilization advance in tender	As per RFP
DEPL	282		General			MAF format required for MAF base items	As per RFP
Vindhya telelinks	283	General	-	-	Experience of the subcontractor	There may be a scenario where a subcontractors and its prime contactor bid for any particular project participate and submit bids for the same package. Please confirm in such case experience of prime contractor will only be considered and experience of a sub contractor participating on the basis of a certificate issued by its' prime contractor for the same project will not be considered.	As per RFP
HFCL	284		General		Installation of Bricks	We request you to review this requirement as bricks are generally not provided in case specified depth is achieved. In case of low depth protection of DWC Pipe or GI + CC in any case will be provided as per the specification.	As per RFP
HFCL	285		General		Some of the items in the scope of supply of PIA are MAF based. Arrangements shall be made by ITIL to fix the ceiling price with the OEMs to help control the maximum price of such items.	Pls specify the items which are MAF based along with name of the OEMs. Also if the maximum prices for such items are already fixed, how the same is to be quoted and how the bid will be evaluated	Refer to Corrigendum No 2 NSU/PIA/ASCON/001/166 dated 24.11.20
HFCL	286		General		Specification of Warning Tape, Electronic Route Locator is not provided	Request to provide the specification of the same	As per RFP
HFCL	287		General		Make & Model referred for Electronic route marker - over ground (every 500M) is same for Electronic route marker – underground (every 100M).	These Electronic route marker are always installed underground either in the trench or manhole / handole. Pls confirm both the items mentioned are same.	As per RFP
HFCL	288		General		Size of Jointing Chamber mentioned is as under Inner Dia - 1200 MM Outer Dia - 1300 MM Height - 1000 MM	We propose the following size of Jointing Chamber which has been deployed in NFS Project as well: Inner Dia - 1080 MM Outer Dia - 1200 MM Height - 800 MM	As per RFP

Pratap	289				Wastage norms for OFC mentioned is 0.5% which is very low with respect to industries standard 2 %. Also need clarity for left out material for fiber what will be the minimum cable length & duct length which will acceptable to return on completion of link/project.	As per RFP
Pratap	290				It is understood that Duct accessories like : End Plug/ Simplex & Coupler are part of supply by ITIL along with HDPE duct. Need clarity for the same.	As per RFP
All other terms & conditions of Tender No. NSU/PIA/001/156 dated 10.11.2020 remains unaltered.						For ITI Ltd., N S Unit.
						Addl. General Manager (ASCON)