



MATA SUNDRI COLLEGE FOR WOMEN

UNIVERSITY OF DELHI
MATA SUNDRI LANE, NEW DELHI-110002

PHONE: 23237291



Ref. No: MSC/ADMN/312/1996

Dated: 23.03.2021

Re-Tender Notice

The last date of submission of bid for the tender notice no MSC/ADMN/312/2021/01 and Tender-ID 2021_DU_616766_1 dated 23.02.2021 regarding installation of 100 Mbps 1:1 uncompressed and unshared leased line for uninterrupted internet connectivity in optical fibre for the use in Mata Sundri College for Women campus is as mentioned below:

Name of Work: *Installation of 100 Mbps 1:1 uncompressed and unshared leased line for uninterrupted internet connectivity in optical fibre for the use in Mata Sundri College for Women campus:-*

Last date of download of tender document: 05.04.2021

Last date of submission of tender document: 05.04.2021

Date of Opening of tender: 06.04.2021

Clarifications are enclosed. Except this, all other terms and conditions given in the above-cited tender notice will remain unaltered.

/sd
Principal

Clarifications regarding the Points Raised in Prebid meeting by the Bidders

S.No	Clause No.	Page No.	Content in RFP	Queries	Customer Response
1	Eligibility Criteria	4	VII . Self-attested scanned copy of non- blacklisting certificate of the firm and non-registration of criminal case on the stamp paper of Rs.100	<p>Please get this validate from litigation team and compliance team</p> <p>I,.....on behalf of (Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) Mata Sundri College for Women</p> <p>This is not possible to confirm , As we have a broad business line and keeping track of each staff is not possible.Kindly delete this clause</p>	<p>Undertaking amended as under Certified that M/s _____ has not been related in any manner with Mata Sundri College for Women</p>
2	Eligibility Criteria	4	(xi) Self-attested Scanned copy of undertaking that the firm will not sublet/transfer the contract to any other firm.	<p>Core telecom Services can never be subcontracted-Sub let to any other firm, however certain ancillary services such as installation and commission of equipment's, O&M activities, etc. would be sub contracted which is as per normal industry practice for telecom</p>	<p>Undertaking amended as under it is certified that M/s _____ will not sublet the work to any other service provider as a whole except ancillary serices as installation & commissioning of equipments , which can be outsourced as per the policy of the company.</p>
3	CHAPTER - 3 GENERAL CONDITIONS OF CONTRACT (GCC)	13	1.2 CONFIDENTIALITY	<p>Survival period of confidentiality obligation shall be 1 year post termination /expiry of the contract.</p> <p>Also clause states that : The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Mata Sundri College for Women (University of Delhi) information" . Please clarify what does it means. We would not have any access to your confidential information save and except the information rendered for subscribing services</p>	<p>In case if any, access to confidential information is there while rendering subscribing services by the agency.</p>
4	CHAPTER - 3 GENERAL CONDITIONS OF CONTRACT (GCC)	14	6 BIDDER'S LIABILITY- The bidder shall not Sub-Contract or Sub-let, transfer or assigns the supply order or any other part thereof. In the event of the bidder contravening this condition, Mata Sundri College for Women (University of Delhi) shall be entitled to place the supply order elsewhere on the bidder's risk and cost and the bidder shall be liable for any loss or damage, which the Mata Sundri College for Women (University of Delhi) may sustain in consequence or arising out of such replacing of the supply order	<p>Core telecom Services can never be subcontracted-Sub let to any other firm, however certain ancillary services such as installation and commission of equipment's, O&M activities, etc. would be sub contracted which is as per normal industry practice for telecom</p> <p>Requesting customer to cap over liability of bidder to Annual charges received by Bidder under this RFP.</p>	<p>Undertaking amended as under it is certified that M/s _____ will not sublet the work to any other service provider as a whole except ancillary serices as installation & commissioning of equipments , which can be outsourced as per the policy of the company.</p>

5	CHAPTER - 3 GENERAL CONDITIONS OF CONTRACT (GCC)	16	10 RIGHT TO TERMINATION	<p>Requesting a cure period of 60 days or a period as mutually agreed between parties to rectify the breach.</p> <p>Breach of terms and conditions shall be qualified under such termination clause as per below b) Customer can terminate the particular link under the contract with 60 days notice in case the services are not found satisfactory for consecutive 3 SLA measurement period as agreed in SLA and for the reasons solely and directly attributable to Bidder.</p>	Agreed
6	CHAPTER - 3 GENERAL CONDITIONS OF CONTRACT (GCC)	16	12 GOVERNING LAWS AND SETTLEMENT OF DISPUTE	<p>Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996</p> <p>Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator..</p> <p>in the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd (“Perkins”)[1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 (“Act”), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.</p>	<p>clause amended</p> <p>Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996 or as per applicable law.</p>
7	Additional		Documents to be executed by Customer	<p>The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.</p>	Agreed
8	(b) Following are the requirements for the above mentioned IBW	18	The service provider should provide 16 Full Class C(255) IPV4immediately and provide IPV6 addresses for complete migration.	<p>Requesting clarification on IP allocaion, i.e, ISP will provide WAN /30 IP pool and in LAN /28 IPV4 (& /64 IPV6) pool.</p>	Agreed
9	(b) Following are the requirements for the above mentioned IBW	18	Service provider should indicate their SPAM control mechanism and traffic routing mechanism.	<p>Internet lease line is intended product for internet acces, SPAM control feature is not a part of ILL service.</p>	<p>Service provider may indicate their SPAM control mechanism and traffic routing mechanism.</p>

10	(C) Scope of work:	19	The available Firewalls should be configured for the INTERNET bandwidth connectivity with ACLs.	Firewall configuration will not be in ISP's scope.	amended as not mandatory
11	(f) Problem Reporting/Escalation Mechanism:	21	a) Complaint registration should be directly with human interaction designated contacts and should be followed with emails and NO TOLL FREE/IVRS reporting mechanism should be entertained.	The company will provide self care portal for reporting incident and for viewing link performance reports	The company shall provide customer care number /email id which can be used to escalating the complaint in case of non resolving of complaints in the given link.
12	Eligibility Criteria	5	Self-attested scanned copy of (a). Total internet bandwidth available with the service provider (b) Total committed Internet bandwidth available with the service provider. Self-attested scanned copy of own International gateway certificate/license.	Need clarity on providing this document	It shall be certified that sufficient bandwidth is available for providing the bandwidth of 100 mbps to Mata Sundri College for Women.
13	Eligibility Criteria point no. (xiii)	5	Self-attested scanned copy of agency/firm of his own International gateway license		Amended as - Self-attested scanned copy of agency/firm of his own /Leased International gateway license.