

S.No	Clause No.	Existing Statement	Recommended Statement	Reasons for Change	STPI's Clarification/Response
1	SECTION I NOTICE INVITING TENDER Page No: 5	4. Last Date and time for Bid submission: (On or before) On or before 21-Dec-2021. 5. Date, time for opening of Technical Bids : 23-Dec-2021 at 12:00 Hrs.	4. Last Date and time for Bid submission: (On or before) On or before 12-Jan-2022 . 5. Date, time for opening of Technical Bids : 13-Jan-2022 at 12:00 Hrs.	Request minimum extension of 3 weeks in this tender as it involves many locations where connectivity is planned and as part of eligibility we also need to submit feasibility.	Last Date and time for Bid submission is extended upto 15.01.2022 06:55 PM
2	SECTION I NOTICE INVITING TENDER Clause no: 3.2 & Page No: 7	The bidder should either have own International Internet Bandwidth capacity or should have an agreement/ MOU with Supplier of International Internet Bandwidth to be offered as per this tender. Copy of such agreement/ MOU/ILD License on supply of Internet bandwidth should be submitted along with the bid.	Kindly allow Self Declaration as a prrof for this eligibility criteria?	Kindly allow Self Declaration as a prrof for this eligibility criteria?	No change
3	SECTION I NOTICE INVITING TENDER Clause no: 3.5 & Page No: 7	The bidder's Gateway or having arrangement (MOU/Agreement) with the party having its own Gateway at submarine cable landing station (Mumbai/ Cochin/ Chennai/ Tuticorin/ Trivandrum) should have installed bandwidth capacity of at least 24 GBPS on date of issue of NIT. The relevant documentary evidence about operation of Gateway for at least last One (01) year and Installed capacity should be submitted along with bid.	Kindly allow Self Declaration as a prrof for this eligibility criteria?	Kindly allow Self Declaration as a prrof for this eligibility criteria?	No change
4	SECTION I NOTICE INVITING TENDER Clause no: 3.8 & Page No: 7	The bidder should have Internet bandwidth connectivity directly with Tier-1 IP exchanges in USA or should have MOU/Agreement with supplier having Internet bandwidth connectivity directly with Tier-1 IP exchanges in USA, from its gateway router in India. The relevant documentary proof should be submitted along with the bid.	Kindly allow Self Declaration as a prrof for this eligibility criteria?	Kindly allow Self Declaration as a prrof for this eligibility criteria?	No change
5	SECTION III Terms and Conditions of Contract Clause no: 7 & Page No: 20	The physical connectivity for new Internet bandwidth circuit should be completed within 4 weeks and up- gradation should be completed within 2 weeks from the date of placement of Purchase Order.	The physical connectivity for new Internet bandwidth circuit should be completed within 8 weeks and up- gradation should be completed within 4 weeks from the date of placement of Purchase Order.	This is very small timeline for delivery of a link.	No change
6	SECTION III Terms and Conditions of Contract Clause no: 7 & Page No: 20	However, for circuit implementation cases like laying of new fiber/ Installation of new optical mux/ installation of new Microwave radio set, up to 5 weeks can be considered on case-to-case basis with prior intimation to the purchaser.	However, for circuit implementation cases like laying of new fiber/ Installation of new optical mux/ installation of new Microwave radio set, up to 10 weeks can be considered on case-to-case basis with prior intimation to the purchaser.	This is very small timeline for delivery of a link.	No change
7	SECTION-IV OPERATIONS AND MANAGEMENT OF INTERNET BANDWIDTH	CPE Router	Kindly confirm if STPI will take case of CPE router?	Kindly confirm if STPI will take case of CPE router?	Please refer section -V, Clause 3.0 of RFP
8	SECTION-IV OPERATIONS AND MANAGEMENT OF INTERNET BANDWIDTH	UPS and 24*7 Power supply	Kindly confirm if STPI will take case of UPS and 24*7 Power supply?	Kindly confirm if STPI will take case of UPS and 24*7 Power supply?	STPI will provide required power to deliver internet service requirement of STPI only.
9	SECTION-IV OPERATIONS AND MANAGEMENT OF INTERNET BANDWIDTH	Earthing	Kindly confirm if STPI will take case of Earthing?	Kindly confirm if STPI will take case of Earthing?	Yes
10	SECTION-IV OPERATIONS AND MANAGEMENT OF INTERNET BANDWIDTH	Rack and Rack Space	Kindly confirm if STPI will take case of Rack and Rack Space?	Kindly confirm if STPI will take case of Rack and Rack Space?	STPI will provide only required power and space to place bidder's rack to deliver internet service requirement of STPI only.
11	SECTION V TECHNICAL SPECIFICATIONS Clause no: 3.1 & Page No: 28	Supplier shall provide Microwave last mile only if establishing terrestrial last mile is not feasible, including hiring of such service from other operators along with necessary statutory clearances like WPC/ Frequency/ Spectrum etc. from concerned regulatory authorities. STPI will extend necessary roof right permission to install a pole /antenna at premise of respective STPI centres only.	Please confirm if any capping is there on number of fibre non-feasible sites on which wireless Last mile can be provided.. If not all non-feasible sites shall be proposed for wireless local access basis bandwidth requirement of the site.	Please confirm if any capping is there on number of fibre non-feasible sites on which wireless Last mile can be provided.. If not all non-feasible sites shall be proposed for wireless local access basis bandwidth requirement of the site.	STPI prefers the internet links to be terminated on Fiber. However, in case certain locations are not feasible on Fiber and is feasible on RF, the feasibility status along with the maximum bandwidth that can be provisioned by ISP on RF to be indicated in Section X Feasibility Report.
12	SECTION V TECHNICAL SPECIFICATIONS Clause no: 3.2 & Page No: 28	Microwave last mile links shall be established upon prior approval from respective STPI center and all such links shall be given a relaxation in the latency up to a maximum of 30 ms and uptime up to 0.5 %.	Microwave last mile links shall be established upon prior approval from respective STPI center and all such links shall be given a relaxation in the latency up to a maximum of 100 ms and uptime up to 1 % .	Request you to kindly change the clause inline with industry norms	No change
13	SECTION V TECHNICAL SPECIFICATIONS Clause no: 3.3 & Page No: 28	Supplier has to provide the multilink/ load balancing configuration as per the requirement of respective STPI centre wherever multiple E1 links are implemented by same supplier. The bidder should be able to support and configure multilink/ load balancing configuration in its respective ISPs router also as per the requirement of respective STPI Centre.	Supplier has to provide the links and multilink/ load balancing configuration as per the requirement of respective STPI centre wherever multiple E1 links are implemented by same supplier shall be managed by STPI.	Since the Router CPE shall be provided, configured and managed by STPI, any load balancing / multilink shall be in STPI scope on their device. Bidder ISP shall provide handoff of link from local access demarc device to be terminated on STPI router. Load balancing is configured on router CPE / Load Balancer installed at customer premise	No change
14	SECTION V TECHNICAL SPECIFICATIONS Clause no: 4.1 & Page No: 28	The minimum guaranteed throughput shall be 99% while the other service parameters like Latency, Packet loss shall be measured at a maximum of 90 % loading only.	The minimum guaranteed throughput shall be 97.5% while the other service parameters like Latency, Packet loss shall be measured at a maximum of 90 % loading only.	Request you to kindly change the clause inline with industry norms since for Ethernet handoff as requested in tender, throughput is in range of 97-98% owing to payload on ethernet frames.	No change

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15	SECTION V TECHNICAL SPECIFICATIONS Clause no: 4.2 & Page No: 28	Service Availability: - The International Bandwidth provider shall guarantee that the services will be available for 99.5% or better, of time averaged over a period of 30 days with reference to each parameter Namely Throughput, Round Trip delay & Packet loss. Non Conformance to the limits of any of the parameters shall be counted towards service unavailability.	Service Availability: - The International Bandwidth provider shall guarantee that the services will be available for 98.5% or better , of time averaged over a period of 30 days with reference to each parameter Namely Throughput, Round Trip delay & Packet loss. Non Conformance to the limits of any of the parameters shall be counted towards service unavailability.	Request you to kindly change the clause inline with industry norms	No change
16	SECTION V TECHNICAL SPECIFICATIONS Clause no: 4.3 & Page No: 28	The round-trip latency to the various locations across the globe should not exceed the following values has given in the Table-A below and Bidder / Supplier needs to provide minimum one (1) No. of IP address of each location mentioned in Table-A to check the latency status from STPI.	***	Please confirm bidder can provide sample IP addresses from internet of servers hosted in requested international locations for checking latency values.	Yes. Bidder can provide sample IP addresses from internet of servers hosted in requested international locations for checking Latency.
17	SECTION V TECHNICAL SPECIFICATIONS Clause no: 4.5 & Page No: 29	The average packet loss on the circuits should be <=1%. It shall be measured by computing the percent packet loss of one thousand pings (with acknowledge for each previous packet received) of sixty-four bytes each. This confirmed packet loss is the measurement of packet loss from STPI router to the router of Internet backbone Tier-I carrier in USA/Europe/Australia/other Asia-Pac countries. Packet loss is desired to be measured online using relevant software tool and online reports are expected..	The average packet loss on the circuits should be <=1%. It shall be measured by computing the percent packet loss of one thousand pings (with acknowledge for each previous packet received) of sixty-four bytes each. This confirmed packet loss is the measurement of packet loss from STPI router to the PE router of bidder ISP in India . Packet loss is desired to be measured online using relevant software tool and online reports are expected..	The packet loss can be measured between two company POPs (Bidder ISP) in India only since exact router IP details of another Tier 1 ISP in USA / Europe / Asia- Pac are confidential to them and not available with Pings / Traceroute disabled for security reasons. Please confirm if this is okay.	No Change. However, bidder can provide sample IP addresses from internet of servers hosted in requested international locations for checking packet loss
18	SECTION V TECHNICAL SPECIFICATIONS Clause no: 6.5 & Page No: 32	A copy of network diagram showing interconnects points, backup links, details of peering with Internet Exchanges and other ISPs in India and in other countries should be provided. Details about Diversity and Redundancy in the Internet Bandwidth should be provided for evaluation purposes and shall form part of the Contract.	A copy of network diagram showing overview of interconnects points, backup links, details of peering with Internet Exchanges and other ISPs in India and in other countries should be provided. Details about Diversity and Redundancy in the Internet Bandwidth should be provided for evaluation purposes and shall form part of the Contract.	Specific details related to IPS peering and countries may not be provided due to confidentiality. Overview of internet network architecture shall be provided.	No change
19	SECTION V TECHNICAL SPECIFICATIONS Clause no: 6.6 & Page No: 32	The termination details at the level of router port at International Peering points should be submitted along with technical bid to measure latency and other SLA parameters mentioned in tender. Remote end details for NOCS (Network Operation and Control Services) for monitoring the performance of STPI links shall be provided by the supplier. Supplier shall provide online real time statistics of all defined service providers at STPI Port or supplier router.	***	As per tender ask, sample server IP from internet for respective international locations shall be provided to check latencies. Router terminating router port details at international peering points cannot be provided due to security and confidentiality reasons. Also all STPI physical links will be terminating on nearest local ISP PE. Hence request STPI to remove this clause.	No change
20	SECTION III Terms and Conditions of Contract Clause no: 10 & Page No: 21	10. CHANGE IN ORDERS: The purchaser may, at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following: 10.1. The place of delivery; or 10.2. The services to be provided by the supplier.	Any change should be subject to mutual agreement between the parties. Kindly confirm	Any change should be subject to mutual agreement between the parties. Kindly confirm	No change
21	SECTION III Terms and Conditions of Contract Clause no: 12.1 & Page No: 22	12.1. Delivery of the services and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancels this purchase order and/or recovers liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting bidders.	In the event of any delay request customer to provide reasonable extension period before cancellation. Request modification. Risk purchase clause cannot be accepted. Request deletion of the last line	In the event of any delay request customer to provide reasonable extension period before cancellation. Request modification. Risk purchase clause cannot be accepted. Request deletion of the last line	No change
22	SECTION III Terms and Conditions of Contract Clause no: 15.2 & Page No: 23	15.2. Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the Supplier at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the Supplier may with concurrence of the purchaser elect to retain	Not applicable for connectivity contracts. Request deletion.	Not applicable for connectivity contracts. Request deletion.	No change
23	SECTION III Terms and Conditions of Contract Clause no: 16.2 & Page No: 24	16.2. In the event of Purchaser terminates the contract in whole or in part, pursuant to Clause 16, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods.	Request clarification on whether a In the event of Risk Purchase, will tendering process be followed? Request customer to propose a cap on the Risk Purchase amount that the contractor may be held liable to pay.	Request clarification on whether a In the event of Risk Purchase, will tendering process be followed? Request customer to propose a cap on the Risk Purchase amount that the contractor may be held liable to pay.	No change

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24	SECTION III Terms and Conditions of Contract Clause no: 20 & Page No: 25	In the event of any claim, dispute or difference arising out of or in connection with or in relation to this Purchase Order, the same shall be referred to the sole arbitrator appointed by Director General, STPI. The decision of such Arbitrator shall be final and binding on the parties to the agreement. The provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time shall apply to such arbitration proceedings and jurisdiction of courts in Delhi shall be applicable.	Arbitrator should be mutually appointed by both the parties and not unilaterally only by the customer.	Arbitrator should be mutually appointed by both the parties and not unilaterally only by the customer.	The clause no. 20 is modified as follows: The rights, obligations and relationships of the parties hereto under this tender and subsequent procurements shall be governed by and construed in accordance with the laws of India. In case of any dispute(s), the Parties shall initially seek to resolve such dispute(s) or claim arising out of or in connection with procurement, termination, interpretation or validity thereof (each, a "Dispute"), or any breach, through friendly consultations within thirty [30] days from commencement of a Dispute. In the event such friendly consultations fail for any reason to resolve such Dispute shall be referred to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The seat of the arbitration shall be New Delhi, India. The language of the arbitration proceedings shall be English, and the award shall be binding upon all Parties. 20.1 Each Party shall cooperate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement. 20.2 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and of the arbitrator, shall be borne by the bidder/party as may be determined by the arbitrator. 20.3 Any arbitration award that is made pursuant to an arbitration proceeding under this clause shall be made in writing and shall be final and binding on the Parties from the day it is made. 20.4 Notice: All notices by one Party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement. 20.4. Language: The arbitration proceedings shall be conducted in the English/Hindi language."
25	SECTION III Terms and Conditions of Contract Clause no: 21 & Page No: 25	21. SET OFF:	Kindly remove Set Off, each project should be treated separately	Kindly remove Set Off, each project should be treated separately	No Change
26	SECTION III Terms and Conditions of Contract Clause no: 22 & Page No:	22. CONFIDENTIALITY	Request customer to add the standard exclusions to confidentiality agreement: (i) information in public domain; ii) information developed independently by either party without reference to the other party's confidential information; iii) information to be disclosed pursuant to any court or regulatory order.	Request customer to add the standard exclusions to confidentiality agreement: (i) information in public domain; ii) information developed independently by either party without reference to the other party's confidential information; iii) information to be disclosed pursuant to any court or regulatory order.	No change
27	SECTION III Terms and Conditions of Contract Clause no: 24 & Page No: 26	24. TERMINATION CLAUSE: Purchaser can terminate the contract of individual circuit by giving one-month notice in advance to supplier. In case, the bidder stops service without notice, STPI has right to revoke the bank guarantee.	As the bidder has to undertake substantial investment for the provision of services under this contract, termination for convenience cannot be accepted. Request modification	As the bidder has to undertake substantial investment for the provision of services under this contract, termination for convenience cannot be accepted. Request modification	No change
28	SECTION V TECHNICAL SPECIFICATIONS		Request customer to add the below exclusions from downtime penalty calculations: i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,	Request customer to add the below exclusions from downtime penalty calculations: i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,	Not accepted
29	INSTALLATION, TESTING, COMMISSIONING Clause no: 7.1 & Page No: 21	Successful bidder(s) shall have to arrange installation, testing & commissioning of all the equipment required to deliver services at the network termination point of respective STPI centers.	If CPE services are within our scope, we request STPI to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence STPI will receive separate invoices	If CPE services are within our scope, we request STPI to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence STPI will receive separate invoices	Please refer section -V, Clause 3.0 of RFP

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30	PAYMENT TERMS Clause no: 8 & Page No: 21	The Purchaser shall make payments towards the services to the Supplier in Indian Rupees and payment terms shall be as follows: 8.1. Payment shall be made on quarterly in advance basis subject to submission of the Advance Payment Bank Guarantee of amount equal to one quarter payment of total order value and valid for a period of One Year. The payment of the first quarter shall be made only after successful testing/Commissioning. The bidder has to submit the separate bank guarantee (for each STPI Directorate) towards quarterly advance payments for internet bandwidth as per the format enclosed at Section-VIII.	1. Bidder would to know the payment terms i.e the exact days by which Bidder can expect payment after the completion of quarter? 2. In absence of payment as per agreed timelines by STPI, Bidder shall have right to suspend the services along with levy of penal charges.	1. Bidder would to know the payment terms i.e the exact days by which Bidder can expect payment after the completion of quarter? 2. In absence of payment as per agreed timelines by STPI, Bidder shall have right to suspend the services along with levy of penal charges.	No change
31	LIQUIDATED DAMAGES Clause no: 14 & Page No: 23	The date of delivery of the services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery of service must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made/ services is delayed after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery/ services will not deprive the purchaser of his right to recover liquidated damage under Clause 14.2 below. 14.1. For Late Delivery/Non-Delivery of Services [New link or Upgradation] a) In case the supplier fail to deliver the services (new or upgrade) or any consignment thereof within the period prescribed for delivery, the purchaser is entitled to recover 0.5% of the quarterly recurring charges per week of the said Purchase Order with a maximum delay upto 6 weeks. b) In case the link is not implemented / delivered within the extended period of 6 weeks with penalty as per point (a) above, the Purchase Order shall be liable for cancellation and purchaser is liable to recover the total penalty of 5% of the total value of the said Purchase Order from the payment due from STPI for bandwidth/ associated service to the service provider. 14.2. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.	We request STPI provide a cure period to rectify the delay in installing before levying liquidated damages. Additionally request STPI to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	We request STPI provide a cure period to rectify the delay in installing before levying liquidated damages. Additionally request STPI to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	No change
32	TERMINATION FOR DEFAULT Clause no: 16 & Page No: 23	16.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part. a) If the Supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 12. b) If the Supplier fails to perform any obligation(s) under the Contract; and c) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser. 16.2. In the event of Purchaser terminates the contract in whole or in part, pursuant to Clause 16, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. 16.3. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract	1. Incase of termination of contract by STPI without cause or for convenience, STPI shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider as mutually agreed between STPI and Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request STPI to revise the clause accordingly. 2. Under what conditions will the Contractor be able to terminate the contract from their end?	1. Incase of termination of contract by STPI without cause or for convenience, STPI shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider as mutually agreed between STPI and Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request STPI to revise the clause accordingly. 2. Under what conditions will the Contractor be able to terminate the contract from their end?	No change
33	Additional Clause	Additional	Request STPI to note that in case of DDOS, STPI may get 2 separate invoices for same period from two separate entities i.e Bidder's sister concern and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS	Request STPI to note that in case of DDOS, STPI may get 2 separate invoices for same period from two separate entities i.e Bidder's sister concern and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS	Not accepted
34	Additional Clause	Additional	We request STPI to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning	We request STPI to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning	Not accepted

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35	Additional Clause	Additional	What will be the mean time to respond to queries or complaints		Please Refer Section V, Clause 4.8 of RFP.
36	8 and 9 - PAYMENT TERMS/PRICES::	<p>8.1. Payment shall be made on quarterly in advance basis subject to submission of the Advance Payment Bank Guarantee of equal amount and valid for a period of One Year. The payment of the first quarter shall be made only after successful testing/commissioning of the service.</p> <p>8.4. The invoices shall be submitted within 15 days from the completion of quarterly billing cycle along with the SLA reports.</p>		Clause 8.1 and 8.4 seems contradict with each other , as need to know whether payment is quarterly in advance or quarterly in arrears	<p>The payment will be made in advance upon submission of Bank Guarantee and the deduction towards SLA breach of particular quarter will be done in the Invoice of the subsequent quarter. If BG is not submitted, payment will be made in arrears and deduction towards SLA breach, if any will be done during the same quarter/invoice.</p> <p>Also the Clause 8.4 of RFP may be read as The invoices shall be submitted within 15 days from the start or completion of quarterly billing cycle along with the SLA reports for releasing of quarterly in advance or arrear payments</p>
37	16.1 (a), (b)	<p>16.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.</p> <p>a) If the Supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 12.</p> <p>b) If the Supplier fails to perform any obligation(s) under the Contract; and</p>	The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part for material breach of terms by the Bidder and Bidder has failed to rectify the breach within 60 days of written notice by the Customer.	Customer should terminate only if there is material breach of terms by the Bidder and Bidder has failed to rectify the breach within 60 days of written notice by the Customer.	No change
38	20. ARBITRATION	In the event of any claim, dispute or difference arising out of or in connection with or in relation to this Purchase Order, the same shall be referred to the sole arbitrator appointed by Director General, STPI. The decision of such Arbitrator shall be final and binding on the parties to the agreement. The provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time shall apply to such arbitration proceedings and jurisdiction of courts in Delhi shall be applicable.	In the event of any claim, dispute or difference arising out of or in connection with or in relation to this Purchase Order, the same shall be referred to an arbitrator appointed mutually by both parties. The decision of such Arbitrator shall be final and binding on the parties to the agreement. The provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time shall apply to such arbitration proceedings and jurisdiction of courts in Delhi shall be applicable.	<p>Arbitrator should be appointed by mutual consent of both the parties.</p> <p>There is a Supreme Court judgement as well on this</p>	<p>The clause no. 20 is modified as follows:</p> <p>The rights, obligations and relationships of the parties hereto under this tender and subsequent procurements shall be governed by and construed in accordance with the laws of India.</p> <p>In case of any dispute(s), the Parties shall initially seek to resolve such dispute(s) or claim arising out of or in connection with procurement, termination, interpretation or validity thereof (each, a "Dispute"), or any breach, through friendly consultations within thirty [30] days from commencement of a Dispute. In the event such friendly consultations fail for any reason to resolve such Dispute shall be referred to a sole arbitrator appointed and selected by parties.</p> <p>Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The seat of the arbitration shall be New Delhi, India. The language of the arbitration proceedings shall be English, and the award shall be binding upon all Parties.</p> <p>20.1 Each Party shall cooperate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.</p> <p>20.2 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and of the arbitrator, shall be borne by the bidder/party as may be determined by the arbitrator.</p> <p>20.3 Any arbitration award that is made pursuant to an arbitration proceeding under this clause shall be made in writing and shall be final and binding on the Parties from the day it is made.</p> <p>20.4 Notice: All notices by one Party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement.</p> <p>20.4. Language: The arbitration proceedings shall be conducted in the English/Hindi language."</p>
39		24 Termination Clause: Purchaser can terminate the contract of individual circuit by giving one-month notice in advance to supplier. In case, the bidder stops service without notice, STPI has right to revoke the bank guarantee.	Purchaser can terminate the contract of individual circuit by giving one-month notice in advance to supplier subject to early termination charges.	Termination for convenience shall cause severe financial loss to customer, therefore, the clause should be amended accordingly.	No change
40	Additional Clause	"NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	We propose the following clause to BE INSERTED IN THE RFP	Request you to please add this clause as neither party in a commercial transaction should be liable for indirect damages as per India contract Act, also the bidder liability should be limited to 12 month order value.	Not accepted

S.No	Clause No.	Existing Statement	Recommended Statement	Reasons for Change	STPI's Clarification/Response
41	SECTION V TECHNICAL SPECIFICATIONS Clause no: 3.3 & Page No: 28	Supplier has to provide the multilink/ load balancing configuration as per the requirement of respective STPI centre wherever multiple E1 links are implemented by same supplier. The bidder should be able to support and configure multilink/ load balancing configuration in its respective ISPs router also as per the requirement of respective STPI Centre.:-	Need clarity on multilink/ load balancing requirement in details for multi E1 link ?		Clause is self-explanatory.
42		IP requirement – Static or BGP?			Support for both Static and BGP is required.