

## Corrigendum – IV

# Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

Reference No: GFG/DST/BharatNet/Network Utilization/2021/627

18<sup>th</sup> Aug 2021



Gujarat Fibre Grid Network Limited (GFGNL)

A Government of Gujarat Company

Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010

**Corrigendum**

The Bidders are requested to take note of the following changes made in the RFP document, which are to be considered while submitting the RFP response. They shall be presumed to have done so and submitted the RFP response / bid accordingly.

- This Corrigendum shall be the part of the RFP documents / process.
- All items specified in this Corrigendum supersede relevant items to that effect as provided in the original RFP documents. All other specifications, terms and conditions of the original RFP document shall remain unchanged.
- Text with strikethrough means it is deleted.

**Response to Pre-Bid Queries:**

Sr. No	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Response / Revised Clause
1	Section 3	Scope of Work (SoW) for GFGNL	12	<b>Pre-bid Response:</b> GFGNL will support the selected bidder to get RoW permission from respective Government departments. All type of RoW charges, BG/SD require by RoW agency has to be borne by selected bidder(s).	We request you to kindly get the ROW reimbursed to the successful bidder.	No change

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2	Section 6	Service Level Agreement	15	<p>For below 98% uptime of any service / link, the payment of recurring charges to GFGNL for the customers pertaining to the respective service / link (as mentioned in Sr. No. – 2 of clause – 5.1 above) will be reduced on pro–rate basis as per below. Payable quarterly recurring charges to GFGNL = Quarterly charges (as per % share quoted by selected bidder without any deduction) * % of quarterly uptime</p> <p><b>Pre-bid Response:</b> GFGNL will make best endeavor to meet the expectation of end customers. However, basis for calculation of rebate which will be passed on to H1 bidder will be 98%. Clause remains unchanged.</p> <p><b>Pre-bod Response:</b> Refer clause - 6 (Service Level Agreement (SLA)). Additionally, please note that in case of fault in GFGNL's Network, selected bidder will have to pay reduced quarterly recurring charges to GFGNL as per RFP clause - 6 &amp; simultaneously, selected bidder will have to provide compensation in bill amount to end customer as per product agreement/SLA signed with end customer. In case of fault in last mile Network (for which bidder is fully responsible for O&amp;M), GFGNL will get complete share of recurring charges from selected bidder &amp; selected bidder will have to provide compensation in bill amount to end customer as per product agreement/SLA signed with end customer.</p>	<p>We request you to that for Govt. customers penalty implication should not be on bidder.</p> <p>For Private customers, we request you to consider providing Credit to bidder in-lieu of SLA not provided on GFGNL network.</p>	<p>Query : We request you to that for Govt. customers penalty implication should not be on bidder. Answer : No change</p> <p>Query : For Private customers, we request you to consider providing Credit to bidder in-lieu of SLA not provided on GFGNL network. Answer : It is already there, please refer clause.</p>

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3	Section 9	Implementation timeline and penalties	27	Successful bidder(s) will have to put all the efforts to connect all the Government department's offices / locations / schools within 60 days from the completion of mobilization period.	We request you to change this clause as: Successful bidder will have to connect all the Government Department's Offices/locations/schools within 45 days after receiving all the statutory clearance from Govt. Bodies.	Please refer answer to pre-bid query no. - 16 in Corrigendum - II. Additionally, please note that no direct financial penalties are applicable in this RFP for delay in establishing connectivity to Government department's offices / locations / schools and successful testing.
4	Section 9	Implementation timeline and penalties	27	If tenderer provides more than 500 locations in one district at a time, successful bidder may complete the target of establishing connectivity to all these locations <b>within 90 days</b> from the completion of mobilization period.	We request you to delete this clause this can be achieved by considering Sr. no.10 suggestion.	Please refer answer to pre-bid query no. - 17 in Corrigendum - II.
5	Section 2	Scope of Work (SoW) for Bidder	9	Design / upgradation of the core IT infrastructure like server, storage, router, switch, firewall etc. required for the installation of OSS & BSS applications (if required); installation, testing & commissioning of this equipment at bidder's central location / data center / NOC as required by the bidder to manage the customer link & for the purpose of billing.	We request you to please allow the space with GFGNL NOC as integration with GFGNL network will be required. It will be required for managing the customers, troubleshooting, Ticket booking, etc.	For fault identification, fault rectification, RCA etc., all kind of support will be provided to our valued partner. For required space & power at SDC / NOC for integration of bidder's Network with GFGNL's Network, GFGNL will facilitate as per technical feasibility.

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6	Section 6	Service Level Agreement	15	For below 98% uptime of any service / link, the payment of recurring charges to GFGNL for the customers pertaining to the respective service / link (as mentioned in Sr. No. – 2 of clause – 5.1 above) will be reduced on pro–rate basis as per below. Payable quarterly recurring charges to GFGNL = Quarterly charges (as per % share quoted by selected bidder without any deduction) * % of quarterly uptime	Request you to please clarify on below points:  1. Customer ticket booking mechanism 2. We understand that GFGNL will provide 24x7 support 3. Clarity on Trouble shooting process on GFGNL Network, Response time and Resolution time from GFGNL NOC for complain management. 4. In GFGNL Data Centre 1no./2no. rack space will be provided to host suitable applications for required integration with GFGNL Network.	1. Customer will contact to bidder's customer care no. in case of link / service fault. Further, successful bidder will coordinate with GFGNL NOC to check the status of GFGNL's Network. 2. Yes 3. GFGNL NOC is manned for 24*7. Bidder is requested to refer O&M related clauses of main RFP for BharatNet Phase - II Network. 4. To provide Rack space at present SDC location may not be possible. GFGNL will provide space for equipment installation inside GFGNL's rack.
7	Section 6	Service Level Agreement	15	GFGNL will provide minimum service / link uptime of 98% on quarterly basis.		
8	Section 2	Scope of work	10	Selected bidder will have to submit the details of all the products in their portfolio and all types of applicable rates to be charged to customers. Product rates must be within the upper limit as prescribed by DoT.	We understand that commercials (tariff card) will be different for Govt. customer and Private customers.	Yes

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9	Section 2	Scope of work	10	<p>Selected bidders will not be allowed to take any OTC – One Time Charge from GFGNL / DST / GoG / Government departments from establishing last mile connectivity to any Government offices &amp; schools as offered by GFGNL / DST / GoG.</p> <p><b>Pre-bid response:</b>                      2. Only location with scope of &lt;=1 Km will be implemented by bidder on their own (100% capex funding responsibility of the bidder). For only Government locations with &gt;1 Km optical distance to be connected on OFC, GFGNL will bear capex for incremental distance beyond 1 Km &amp; will be paid to selected bidder through adjustment from the payable amount to GFGNL. Payable capex to selected bidder will be decided by GFGNL &amp; it will be at whole discretion of GFGNL. Selected bidder will have to submit an additional BG equal to 25% of the total amount paid by GFGNL to bidder at every 6 months. Payable capex amount will be paid by GFGNL after work completion &amp; certification by GFGNL. ARPU will be purely dependent upon bidder's telecom product. 3. Bidder needs to decide OTC charges with the approval of GFGNL &amp; considering point - 2 above. It is Bidder's discretion to decide last mile option based on field feasibility.</p>	<p>We request you to amend the clause as:</p> <p>1. Up to 100 meters OFC/IBD Work, OTC Charges will not be allowed to take from GFGNL/DST/GoG/Govt. department.</p> <p>2. Beyond 100 meters or RF last mile case, OTC can be charged as per Tariff card approved by GFGNL.</p>	No change

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10	Section 1	1.6 Introduction	9	There are 7800+ GP locations covered under BharatNet Phase – II. Various Government departments like Health department, Home department, Education department, Finance department, Electricity department etc. also want to connect their office locations & schools with BharatNet Phase – II Network to get internet & intranet connectivity with Gujarat SDC. There are aprx. 40K Government offices & Government schools in Gujarat.	We request you to please confirm that GFGNL will circulate a mandate to All the GoG departments/GoG/DST/Govt. schools for Direct Work Order of the B/w requirement on successful Bidder.	No change
11				Additional Query of Exclusivity	We request you to kindly confirm the exclusivity clause. We believe that successful bidder will get 100% exclusivity as per this contract only. Requisite internal guidelines in this matter shall be processed by GFGNL.	No. GFGNL will first protect its own financial / other interest. Approval of any telecom product & rate will be solely at discretion of GFGNL.
12				Additional Query of Dark Fibre	We believe that we can offer Dark fiber as a service to monetize the infra. Request you to please confirm.	No. GFGNL will first protect its own financial / other interest. Approval of any telecom product & rate will be solely at discretion of GFGNL.
13				Additional Query - End to End Service Mechanism	We request you to please clarify the End to End Service Responsibility matrix. We seek more clarity on this point.	Scope of work for bidder & GFGNL is defined in RFP / corrigendum. The operational challenges would be addressed by GFGNL in best possible manner and the detailed escalation matrix will be shared with successful bidder.

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14				Additional Query - GFGNL Infra Upgrade TAT	Request you to please clarify on below points: 1. In case of GFGNL backhaul crunch, what will be the b/w upgradation TAT and Network Infra upgradation TAT.	GFGNL will upgrade core Network till GP as per commercial viability of business proposal from GFGNL's point of view. It will be at whole discretion of GFGNL.
15	Revenue sharing & payment to GFGNL	5.5	14	Selected bidders will have to pay minimum commitment charges as per the H1 rate irrespective of the quantum of business provided by GFGNL / DST / GoG for connectivity of Government department's offices & Government schools.	In Lieu of the minimum commitment from the bidder, Request you to kindly workout on minimum commitment from Govt. Dept/GoG/DST/GFGNL/Govt. offices & schools.	No change
16	Additional	-	-	Right of Exclusiveness	Please confirm whether we will get right of exclusiveness in the selected district ? This is very much required to generate the business and to avoid competition.	Refer answer provided against Sr. No. - 11.
17	Revenue sharing and payment to GFGNL	Minimum commitment	14	Minimum Commitment charges per year : Selected bidder will have to pay the quoted fixed charges to GFGNL in advance at the start of every financial year within 1 month time period.	please delete this clause. There is a clause of Minimum R.C. Also per district S.D we need to deposit.	No change



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18	Section 2	Scope of work	10	Only location with scope of <=1 Km will be implemented by bidder on their own (100% capex funding responsibility of the bidder). For only Government locations with >1 Km optical distance to be connected on OFC, GFGNL will bear capex for incremental distance beyond 1 Km & will be paid to selected bidder through adjustment from the payable amount to GFGNL. Payable capex to selected bidder will be decided by GFGNL & it will be at whole discretion of GFGNL. Selected bidder will have to submit an additional BG equal to 25% of the total amount paid by GFGNL to bidder at every 6 months. Payable capex amount will be paid by GFGNL after work completion & certification by GFGNL. ARPU will be purely dependent upon bidder's telecom product.	The connecting cost is always on the higher side whether it is on Fiber or RF with Tower/Pole/Mast. Kindly allow to freeze OTC during contract sign off. For Govt. customer please confirm the commercials of OTC.	Refer answer provided against Sr. No. - 9.
19	Section 3	Scope of Work (SOW) For GFGNL	12	GFGNL will support the selected bidder to get ROW permission from respective Government departments. All type of ROW charges, BG/SD require by ROW agency has to be borne by selected bidder(s).	Kindly support the bidder with waiver off ROW charges or it should be equally borne by GFGNL.	No change
20	Additional Query				How would be GFGNL ensuring to keep the interest of bidder? Other players/service providers should be routed through successful bidder in particular district. Please respond as it is very important to add this clause in RFP.	Refer answer provided against Sr. No. - 11.

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21	2	Scope of work	10	Selected bidders will not be allowed to take any OTC – One Time Charge from GFGNL / DST / GoG / Government departments from establishing last mile connectivity to any Government offices & schools as offered by GFGNL / DST / GoG.	We request to revise the OTC clause for Govt. orders also. Last mile Fiber or RF, both last mile media have huge Capex. We propose to conclude a tariff card for Govt customers with both last mile media option.	Refer pre-bid query response sr. no. - 2, point - 2 in Corrigendum - II (released earlier) for capex support to be provided by Government. For tariff card, refer original RFP clause - 2.10.
22	7.3	Selection Criteria & Price bid	15	Below mentioned relaxation is provided. The base amount for minimum commitment charges (MCC) per year per district is INR 50 K for Bharuch, Mehsana & Vadodara districts having only 1 block & INR 1.5 Lacs for Valsad district having 4 blocks. For remaining districts, original clause will prevail	Kindly keep the minimum commitment charges per year per district Rs.12,000 for all districts.	No change
23	9.1	Implementation Timeline & Penalty	27	Revised clause : Successful bidder(s) will have to put all the efforts to connect all the Government department's offices / locations / schools within 90 days from the completion of mobilization period.	Kindly change it to as "Within 60 days from the date of receiving all the statutory permission".	No change
24	Selection Criteria & Price bid	7.3	15	Below mentioned relaxation is provided. The base amount for minimum commitment charges (MCC) per year per district is INR 50 K for Bharuch, Mehsana & Vadodara districts having only 1 block & INR 1.5 Lacs for Valsad district having 4 blocks. For remaining districts, original clause will prevail	We request you to keep minimum commitment NIL.	No change
25	Additional Query			Exclusivity Query	Please let us know that how GFGNL will ensure the exclusivity in all the mentioned location. We seek more clarity as it is important point to be clarified.	Refer answer provided against Sr. No. - 11.

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26	Section 2	Scope of work	10	Selected bidders will not be allowed to take any OTC – One Time Charge from GFGNL / DST / GoG / Government departments from establishing last mile connectivity to any Government offices & schools as offered by GFGNL / DST / GoG.	Please include OTC in govt. accounts / orders also. Installation cost is always high. How we will be able to manage without OTC.	Refer answer provided against Sr. No. - 21.
27				Kindly extend this tender for 10 to 15 working days		Please refer corrigendum.
28	Additional Query			Territory Exclusivity	Please clarify on the this point. Other TSP/ISPs have to route through us for any last mile requirement. This is very important to know. Please add this clause in RFP which will enable our participation	Refer answer provided against Sr. No. - 11.
29	Section 2	Scope of work	10	Selected bidders will not be allowed to take any OTC – One Time Charge from GFGNL / DST / GoG / Government departments from establishing last mile connectivity to any Government offices & schools as offered by GFGNL / DST / GoG.	Please allow to charge OTC from Govt. customer also. We are ready to fix the rate card of OTC basis on last mile (Fiber or RF). It involves several cost factor including ROW, WPC, Tower cost, HDD Cost, etc.). Please work out on OTC charges from Govt. customer also.	Refer answer provided against Sr. No. - 21.
30	7.3	Selection Criteria & Price bid	15	Below mentioned relaxation is provided. The base amount for minimum commitment charges (MCC) per year per district is INR 50 K for Bharuch, Mehsana & Vadodara districts having only 1 block & INR 1.5 Lacs for Valsad district having 4 blocks. For remaining districts, original clause will prevail	Please delete the MCC clause to enable our participation.	No change

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31	2.11	SOW for Bidder	11	The rates as approved by GFGNL as per above clause – 2.10 will be valid for 2 years from the date of approval & bidders will not be allowed to do any upward revision in the rates considering the overall interest of the Government to provide affordable digital connectivity to private customer / citizens of rural areas. However, downward revision of the rates will be allowed. After 2 years, selected bidders will be allowed to submit the revised rates to GFGNL seeking fresh approval . After Pre-bid Ans: 1 Yr. is ok	Please make it flexible or delete the clause. Customer nowadays ask rate revision based on MOP (Market operating Price), Services, etc. What if rate revision asked within 6 months from customer? There is no clause for it.	No change Please note that downward revision of the rates will be allowed.
32					As this RFP is for Business Partner for NW utilizaiton and exploring data/ISP business of 'qualified and sucessful' ISP, we recommend to remove 'monetization' word as its not applicable here. Sir, it is our humble request to remove monetization word and it will result into a financial gain for GFGNL by inviting healthy, transparent, and competitive bids.	No change

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33					<p>We would also like to bring your attention for a CAPEX investment of more than 1 KM, where GFGNL is going invest into CAPEX. Please note, in such business where OTC has been refused for broadband business will lead to heavy investment towards CAPEX by the selected bidder/SI where as per industry standard, ROI on CAPEX is more than 10 years. Thank you for revising CAPEX investment for more than 1 KM by GFGNL. However, post completion of contract period; it is not viable for bidder to 'return such CAPEX' back to GFGNL as per current terms. We are requesting to review and change this term by taking over "implemented network" expansion done by selected bidder/SI irrespective of investment done by bidder/GFGNL. This change will enable GFGNL to continue revenue and customer stickiness post completion of the contract and this will lead to financial gain to GFGNL.</p>	No change

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34					Current due date of RFP submission is 20th August 2021. Sir, August is a festive season month and lots of leave are there hence we are requesting to give one week of extension and revise the date by giving sufficient time to BID said tender. Please extend the BID due date as 27th August 2021.	Please refer corrigendum.

**Revised Notice Inviting Proposal and Necessary Instruction**

Sr. No.	Page Number	Clause / Item Name	Original Clause	Revised Clause/ clarification
1.	4	Proposal due date (last date & time of Tender submission)	Tender should be submitted before 20.08.2021 at 02:00 pm. Bidder shall upload their bids on <a href="https://www.gfgnl.nprocure.com">https://www.gfgnl.nprocure.com</a>	Tender should be submitted before 27.08.2021 at 02:00 pm. Bidder shall upload their bids on <a href="https://www.gfgnl.nprocure.com">https://www.gfgnl.nprocure.com</a>
2.	4	Date & Time of opening of Tender	Technical Qualification documents will be opened on 20.08.2021 at 03:00 pm in the presence of bidders' representatives. Qualified bidders would be subsequently informed later about the date, time and venue for price bid opening.	Technical Qualification documents will be opened on 27.08.2021 at 03:00 pm in the presence of bidders' representatives. Qualified bidders would be subsequently informed later about the date, time and venue for price bid opening.

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