Name of Work: Request for Proposal for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Wi-Fi,

Smart LED Street Light, City Surveillance, Command and Control Centre in NDMC area in lieu of use of Street Light Poles for hosting

Telecom Services and use of Right of Way (RoW) for Laying Optical Fibre for Telecom Services".

Subject: Replies to the pre-bid queries for the pre-bid meeting held on 20-9-2016

M/s INDUS Tower Ltd.

Sr. No.	Reference	Clause	Query	Reply of the NDMC
1	3.2 Page 10; 6.2 Page		, ,	Refer clause 3.2.
	74	Implementation Timeline - 1 year	a first of its kind implementation of various	
		(Go-Live)	components. To ensure a successful	
		Operation & Maintenance Phase - 14 years	execution of the project we request you to extend the implementation period from 1	
		14 years	year to 2 years.	
			Also the extended implementation period	
			should be exclusive of the Operation &	
			Maintenance Phase . O&M Phase to	
			remain the same (14 years)	
2	3.2.1.2, Page 11	In future if Wi-fi technology is	As wireless technology is ever evolving	The relevant portion (Last line of Clause
		changed during concession period	field, concessionaire is obliged to fulfill the	3.2.1.2) may be read as:
		to any other technology, the same has to be provided by the	requirement of WiFi technology only. Any new technology needs a separate RFP to	"In future if Wi-Fi technology becomes obsolete
		concessionaire.	explore based on scope and concession	during concession period and the
		ooneessionalie.	model at that point of time.	concessionaire will not be able to
			'	provide/support the Wi-Fi technology, in such
			The concessionaire is not responsible for	case the concessionaire has to provide the
			any technology upgrade on account of	alternate widely accepted technology in lieu for
			technology change.	such Wi-Fi to provide free internet to the public
2	2.2.2. Dogg 12	Quantity of LEDs to be installed an	how many LED lights should be installed	as per RFP document."
3	3.2.2 , Page 12		how many LED lights should be installed on each high mast pole, please specify the	For high mast poles of 30 mtrs. height, 16 nos. high beam LED fitting of 210 watt shall be
		•	number	required. In case of high mast poles of 16 / 20
		20,571		mtrs height, 8 nos. high beam LED fitting of
				210 watt shall be used.

4	3.2.2 (B), Page 12	Category A1, A2 and A3	Please define the categories	Category A1, A2 and A3 is marked for reference purpose only. The concessionaire has to provide the LED luminaries as per technical specifications defined in clause 15.3.2 and wattage as per column 4 of the table in clause 3.2.2 (B).
5	3.2.2 (B), Page 13	NDMC will approve the sample of LED luminaries supplied and installed by the concessionaire within 15 working days if sample found acceptable as per the specified standards. Any shortcomings in the sample will be communicated by the NDMC to the concessionaire within such period, the concessionaire shall rectify the same and submit a revised sample to the NDMC. The same will be approved by the NDMC within 15 working days if sample found acceptable as per the specified standards. In case, if no approval / deficiency raised by the NDMC within prescribed time-limit, the concessionaire shall bring-it into the notice of the Chairperson, NDMC, who in-turn direct the concerned department to dispose of the matter within 15 working days.	NDMC.	No change from RFP. Specified standards already defined in clause 15.3.2
6	3.2.2 (D), Page 14	Built-up space solely for the purpose of storage of such spare equipments will be provided by NDMC	We understand that the warehousing at NDMC area will be free of cost.	Built-up space for the purpose of clause 3.2.2(D), including space for storage of equipments like camera, etc. for the purpose of fulfilling the conditions of SLAs regarding maintaining spare equipments with NDMC, will

				be provided free of cost.
7	3.2.3. CCTV Based City Surveillance solution for important areas, Page 14	3.2.3.1 CCTV based City Surveillance Cameras should cover Surveillance areas given in RFP document. Applicants will be responsible for design and engineering of all the network components for the live CCTV feed and analytics to the control command centre and other decentralized monitoring centres to meet functional requirement of project with suitable software interface both at back end and front end and facility for storage up to 30 days.	Server/Storage requirement for Video Management, All Cameras video should be recorded at 2MP and 15 FPS for 15 Days. Pls. Confirm	Storage requirement at Data Centre is for 15 Days at 15 FPS.
8	3.2.4.3, Page 16 and 3.5.3 Point g Page 24	3.2.4.3. Command Control Centre will be established with all hardware,	Kindly clarify on the required, Operation & Maintenance period after Go-Live for Command Control center, as there are discrepancy between multiple references in the RFP. You are requested to keep this for 2 years only.	Relevant portion (the first sentence of Clause 3.2.4.3) may be read as: "Command Control Centre will be established with all hardware, software and network infrastructure including switches and routers and will be maintained by the Concessionaire for a period defined in table 3.5.3 (g)".
9	3.2.4.4., Page 16	Necessary Civil, Electrical work including furniture, but excluding Airconditioning shall be the	,	Relevant portion (the first sentence of Clause 3.2.4.4) may be read as: "Necessary Civil, Electrical work including furniture, including Air conditioning, shall be the responsibility of NDMC for Data Centre, and Command & Control Centre. DC and CCC can be in same premises or at different locations."

10	3.2.4.4., Page 16	Architectural Design showing Civil, Electrical, furniture, Air-conditioning and all other work for Data Centre and CCC within two months from the date of signing of the agreement. Accordingly, NDMC will execute the Civil, Electrical works and provide furniture, excluding the Air-Conditioning works within a reasonable time.		
11	3.4.1, page 17	writing for Right of Way, including permission to use NDMC's existing	recommended toallow concessionaire to lay fibre as per actual requirement or fifty	No change from RFP

12	3.5.3, Point g, Page 24	Point 6: Data Centre: For a period of seven years from the data of Go Live	Please note in the same section 3.5.3 Point g, you have mention the Operation & Maintenance after Go-Live for Central Command and Control Centre as 2 years and for Data Center it is mentioned as seven years, please clarify on the same. The Operation & Maintenance period of CCC and DC should be same as two years	The Operation & Maintenance period of DC is seven years from the date of Go-Live as defined in table 3.5.3 (g).
13	3.5.3, Point g, Page 24	Point 4 Free Wi-Fi service and Point 6 MPLS Network: Comprehensive operation & maintenance period and Licenses cost for Software	Like other Item and services, you are requested to modify and amend the total Comprehensive operation & maintenance period to 2 Years only and Licenses cost for Software for a period of seven years from the date of Go-Live.	No change from RFP.
14	3.5.8 Page 26; 4.26 (x) Page 52	NDMC reserves the right to audit/inspect the records/accounts maintained by Concessionaire, and all the materials supplied by Indus, pertaining to the services rendered under this engagement, either by itself or by a designated 3rd party appointed by the Client	This is our legal obligation to retain our records as per our records retention policies. Upon reasonable notice we will allow NDMC to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organisational confidentiality requirements.	Clause 3.5.8 and Clause 4.26 are two different clauses. Clause 3.5.8 deals with the third party audit of Wi-Fi services being provided by the Concessionaire on 24 X 7 basis. For auditing of the SLA for Wi-Fi service, the third party auditing can be done at any time any day at any place included in this RFP without any prior notice to the concessionaire. Clause 4.26 (x) deals with the checking / validating / auditing the authenticity and quality of the material through an agency identified by the NDMC. NDMC will schedule date and time for this purpose which will be shared with concessionaire at-least three days before the schedule date and time. However, in case of urgency, NDMC is authorised to give short duration notice to the concessionaire for this purpose.

15	3.5.11, page 36	The replaced pole shall be aesthetically good and structurally stable and as per NDMC specifications. The Concessionaire will give its structural stability certificate.	Request you to provide the specifications of the pole. Please elaborate on the structural stability certificate to be issued by Concessionaire.	No change from RFP. Refer clause 3.4.3(i).
16	3.5.15, page 37	The Concessionaire is required to provide adequate battery bank to ensure uninterrupted power supply to services provided to the NDMC under this project except for LED lights at street poles, CCTV Cameras, APs for Wi-Fi and street layer switches.	It is understood that back need to be provided only for the Command & Control Centre and Aggregation Nodes. Please confirm.	The Concessionaire is required to provide sufficient battery bank for services and facilities provided to the NDMC by the concessionaire at DC, CCC, Aggregation Nodes and Preaggregation Nodes, to ensure uninterrupted services to the NDMC provided by the concessionaire under this RFP. For rest of the equipments, the Concessionaire may take a decision, however, in such case, NDMC reserves the right to ask the concessionaire to install battery back-up at such locations, cost of which will be borne by NDMC in terms of clause 3.5.6.
17	3.5.26, page 39	NDMC will appoint an independent third party through open tender on QCBS basis to check the quality of restoration work done. The cost of hiring / engaging third party will be borne by the Concessionaire and NDMC equally.	We request NDMC to solely bear the cost of third party audit.	No change from RFP.
18	4.1.1, page 42	RFP document means this RFP document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.	Please share a copy of Concession Agreement.	The draft agreement is enclosed as Annexure - A to this pre-bid reply.
19	,	# No-Deviation verbiage - "Applicants may note that NDMC will not entertain any deviations to		No deviation is allowed from the RFP document, and the applicant has to submit the unconditional and unqualified bid in response

		the RFP document at the time of		to this RFP document.
		submission of the Proposal or		
		thereafter. The Proposal to be		NDMC reserves the right to change the terms
		submitted by the Applicants would		and conditions of the RFP document by issuing
		have to be unconditional and		clarifications / modifications before the last date
		unqualified and the Applicants		of submission of Bid, which will be uploaded on
		would be deemed to have accepted		the NDMC website and will also be emailed to
		the terms and conditions of the RFP		the person/companies who purchased the RFP
		document with all its contents."		document.
		# Deviation verbiage - "During the		
		course of Pre-Bid conference(s), the		
		Applicants may seek clarifications		
		and make suggestions for		
		consideration of the NDMC. The		
		NDMC shall endeavour to provide		
		clarifications and such further		
		information as it may, in its sole		
		discretion, consider appropriate for		
		facilitating a fair, transparent and		
		competitive Bidding Process.		
20	5.2.3 (2) , Page 57			In Specific Requirements column of S. No. 2 of
			<u> </u>	Clause 5.2.3, "(ISP Category-I)" may be read
		•	instead of ISP Category -1 (which is	as "(IP category-I)".
		period of last three years	mentioned in the RFP).	
			We request you to change & clarify the	
			above point	

21	5.2.4 , Page 59	Financial Capacity of the Applicant/ Consortium Members under Clauses 5.2.3 and 5.3.2, the Technical and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by	Under companies act and Income Tax Act, control of atleast 20% of share capital/voting right is sufficient for significant influence which is also the criteria for determining associate company. Criteria for more than 50% is burdensome and approaching the criteria of subsidiary company (51%) rather than associate company.	In Clause 5.2.4, "50% (fifty per cent)" may be read as "20% (twenty per cent)".
22	5.3.2 (2) Criteria for	operation of law. (a) Experience: Public Wi-Fi	Please clarify what is meant by Public Wi-	No change from RFP.
	Technical Evaluation,	including Related Network		
	Page 64	Infrastructure The Applicant or its any consortium	Full Marks should be awarded for	Public Wi-Fi means Wi-Fi installed indoor/outdoor at Public Place, including places
		member (confirming to clause 5.2.7)	completed/in-progress projects with	like Airport, Railway Stations, Bus Stands,
			installation of 100 APs or below. There should be no threshold limit of 100 APs.	Markets, Parks, Malls, Hotels, Restaurants, Hospitals etc.
		infrastructure projects.	Should be no unconcid little of 100 / u o.	1 Toophalo oto.
		For every 100 AP's installed in a		

	1	assumed to democrate of Duddie Wil Ele		
		completed project of Public Wi-Fi:		
		1 marks		
		The marking will be done on pro-		
		rata basis for projects having more		
		than 100 APs installed.		
26	5.3.2 (2) (c) Page 64	The Applicant or its any consortium member (confirming to clause 5.2.7) should have completed project of centralized communication/monitoring through Command and Control Centre, including integrated management and monitoring of outdoor sensors/ devices, and smart equipment and Collection of Data	We request you to consider the partially completed / in-progress projects for command and control centre and provide some relaxation on the integrated components and services envisaged through Command and Control Centre	No change from RFP.
		for MIS reporting.		
23	5.3.2 (3) , Page 66	Innovative Solution/ Value addition, Additional scope being offered under this RFP document	Kindly elaborate this clause. Please clarify the type of innovations / Value Additions to be included in the solutions. Also we request you to kindly reduce the scores/weightage of this criteria	Additional scope is meant for the additional locations to be covered beyond this RFP for the facilities to be covered under this RFP. Innovative Solution / Value addition means the smart facilities to be offered by the concessionaire in addition to the scope of work of this RFP.
24	5.3.2(4) , Page 66	Evaluation of the products offered on the basis of Original Equipment Manufacturer (OEM) The products offered by the Applicant in its bid for this project will be evaluated on the basis of manufacturer of the products as per Gartner Magic Quadrant. OEM Qualification for the following categories of the products/ equipments will be evaluated as per	We request you to provide some relaxation on the OEM Qualification criteria of lying in the Gartner Magic Quadrant. This would lead to inflation of project cost and limit the no. of OEMs.	No change from RFP

		Gartner Magic Quadrant:		
25	5.3.2 Criteria for Technical Evaluation	The Applicant or its consortium members (if any) should have following past experience	The bidder should be allowed to use the experience of its Associates in Technical Evaluation.	Refer clause 5.2.4.
27	5.3.2 (6) Criteria for Technical Evaluation, page no. 67	Manpower deployment- Proposed quantum of manpower at various stages of project (implementation and maintenance) and CV of Key professionals.	Concessionaire have experience of managing networks of similar or bigger size and would deploy sufficient quantity of suitable manpower for Operation & maintenance of NDMC smart city network. However it is requested to relax the requirement of sharing CVs as it would be difficult at this stage to share the same. Also the manpower will be deployed based on actual requirement for the Operation & Maintenance of the network. Moreover the bidders are bound by SLA and other performance criteria and are committed to deliver the same. Hence an undertaking stating that deployed manpower will be exactly same as that proposed in the Bid for Technical Evaluation would not be practical.	Criteria for Technical Evaluation as mentioned in third column at S. No. 6 of Clause 5.3.2 may be read as: "Proposed quantum of manpower deployed for this project at various stages of project (implementation and maintenance) along-with the qualification and experience/ technical expertise of Key Professionals".
28	5.3.9.2, page 70	The Total Technical Score will be calculated out of 100 Marks. The Applicant has to score the following minimum Qualifying Marks to qualify in the Technical Evaluation Criteria: § 50% marks in individual Technical Evaluation Criteria; and § 65% marks out of total 100 Marks of Technical Evaluation criteria.	50% for Individual Technical evaluation criteria is valid for criteria 1 to 7 as whole and not for their sub-components as in point 2 i.e. 2a, 2b, 2c, etc. Please clarify.	No Change from RFP. Minimum 50% marks for each Technical Evaluation Criteria mentioned at S. No. 1, 2, 3, 4, 5, 6 and 7 should be required separately. Minimum 50% marks for total of Technical Evaluation Criteria mentioned at S. No. 2(a), 2(b), 2(c) and 2(d) should be required. The applicant has to score minimum 65% marks out of total 100 Marks of Technical

				Evaluation criteria to qualify in the Technical Evaluation Criteria.
29	9.1.2 Page 88 - Punitive Clauses - Implementation SLAs Clause 13 Page 110	In case of delay or gross negligence on the part of Concessionaire, the Client is entitled to levy Implementation SLAs as listed in the SLA, subject to a cap of Rs. 15 Crore per annum	Implementation SLAs (if any) shall be applicable only for delays solely attributable to us. We request that the Liquidity Damages should be capped at 10% of the financial bid amount.	Clause 13 'LIQUIDATED DAMAGES' may be read as: "Time is the essence of the Agreement and the delivery dates are binding on the Concessionaire. In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. In the event of Liquidated Damages exceeding Performance Bank Guarantee, the NDMC has a right to invoke "Termination Clause". The activities pursuant to the termination of the Concession Agreement shall be in-line with the conditions of the RFP document."
30	9.9 Manpower Availability, page no. 98	 9.9.1 The Concessionaire needs to provide the on-site manpower as per the defined scope of work. The supplied manpower needs to report on day to day basis to NDMC. 9.9.2 The Concessionaire needs to submit duly authorized attendance report on monthly basis. 9.9.3 Penalty on non-deployment of 	Concessionaire is bound by SLA and other performance criteria to maintain the network. Concessionaire will make sure that SLA performance is not affected by absence or non-availability of required manpower. Hence it is requested to do away with the penalty for non-availability of resources at least for a short period.	In case, if SLA for deficiencies during implementation / operation / maintenance of any service under this RFP is invoked on any given day and parallelly the deployed manpower in terms of this RFP for such service is deficient on that day, then in such case, the amount of penalty will be calculated for that day on the basis of penalty prescribed in the RFP for SLA or penalty for deficiency in deployment of such manpower, whichever is higher.

	1	required reconnector of the		
		required manpower as per Concessionaires Proposal: Rs.2500		
		per engineer per day and for other		
		staff. Rs 1000 per staff member per		
		day on non-reporting or non-		
		deployment of minimum required		
		manpower for first year. This penalty		
		will increase by 10% on		
		compounding basis for subsequent		
		years.		
31	9.10 Penalties shall	, y	Assets and facilities under NDMC Smart	No change from RFP
01	not be levied on the	l	city would not be inaccessible to public. It	Tro ondingo nom ra i
	Concessionaire in the	beyond the control of the	would be difficult for Concessionaire to	
	following cases, page	Concessionaire. Force Majeure	provide security for every asset /facility on	
	99	l ,	a continuous basis. Hence it is requested	
			that security to be arranged by NDMC or	
		mentioned in this RFP document.	exclusion to be provided for	
		The fine from the first transfer and trans	theft/vandalism.	
		9.10.2 Theft cases by default/		
		vandalism would not be considered		
		as "beyond the control of		
		Concessionaire". Hence, the		
		Concessionaire should be taking		
		adequate anti-theft measures,		
		spares strategy, Insurance as		
		required to maintain the desired		
		required SLA.		
32	15.1.5 Following is the		There is a disconnect between (15.1.2) City	The Concessioner has to provide one Core
	preferred list of		Wide Transport Layer Architecture and	Switch and five Aggregation switches at
	locations for MPLS		(16.) Bill of Material. In BOM only 1 core	locations to be informed by the NDMC.
	Aggregation POP:	these twelve locations NDMC Palika		
		Kendra will be the location for	architecture requirement if of 12	
			core/aggregation sites. Please specify	
		balance 11 locations the Charak	which quantity to consider?	
		Palika Hospital, SBS Place (NDMC		

		office), ESS at Nirman Bhawan & ESS at Vidyut Bhawan are also four fixed locations for core switches/Routers		
33	15.2.1, page 135	environmental parameters etc. all should be visualized and reported	Are environment sensors or integration with those sensors are also part of RFP scope. If yes please share the vendor name and the type of sensors with supported protocol specification for integration.	The Central Command and Control Centre software shall have capability as defined in clause 15.2 of this RFP document. The matter for the API's of other services, which have not been included in this RFP, will be dealt as per Clause 3.5.6 at sole discretion of NDMC.
34	15.2.1, page 138	management resources. 11 Various citizen services e.g. Land records, Municipality tax, billing etc	integration interface and application on which the define application will be	software shall have capability as defined in clause 15.2 of this RFP document. The matter for the API's of other services, which have not been included in this RFP, will

35	15.2.1 Functional Requirement of Command and Control Centre, Page 138	endpoint that is part of the city infrastructure e.g. Surveillance cameras, City lights or any other sensors that manages various city management use cases. 9 Access information of water management resources. 10 Information about waste management resources. 11 Various citizen services e.g. Land records, Municipality tax, billing etc 12 City environmental data	scope of this RFP. What is the NDMC expectation from the mention points? If NDMC is looking for integration scope then please provide the Solution vendor name, integration interface and application on	The matter for the API's of other services, which have not been included in this RFP, will be dealt as per Clause 3.5.6 at sole discretion
36	Requirement of Command and Control Centre, Page 139 -	social media feed collected from the open source intelligence and collate	Please clarify what do you mean when you refer to social media. Are we referring to any external application like twitter or facebook? An example of this use case will help in better understanding of the description. Further the social media feed are changing time to time and they may be wrong or contradicting feeds available on the media, please specify which feed to consider for integration and analytics.	No change from RFP.

37	15.2.2 (29) Functional requirement of C4S software, Page 142	Provide a single web based dashboard to send notifications to target audiences using multiple communication methods including voice-based notification on SMS,E-mail and Social Media	(Subscriber Data Management) system that will store details about citizens like Name, Contact, email, address, Social Media Profile details etc. These details will be required in order to send communication over SMS & E-mail. Or will the notifications/information be posted onto NDMC social media account site, please	No change from RFP.
38	15.3.1, page 163	Traffic and Parking Analytics	confirm? Please provide details of the traffic and parking analytics requirements at the dashboard and at the sensor level.	Refer clause no. 15.3.2.3.
39	15.3.2, page 164	4 advanced nodes x 75 Major Round abouts/ Junctions	Since the total number of Advanced LED are 100, but this figure does not tally and 4X75 is 300, are the number of Major round about 25 instead of 75?	The total number of Advanced LEDs is 100. These will be installed on Major Round-abouts/ Junctions. However, locations will be finalised by NDMC at the time of installation.
40	15.4.4.2Industrial Grade Switches , Page 178	Industrial Grade specifications	We recommend NDMC to consider IP30 design supporting higher temperature range (-40 C to 65 C), which is sufficient for the NDMC requirement. The specifications asked for the industrial grade switches will force OEMs to position chassis designed for industrial environments which will only increase the overall project budget. We recommend to consider the cost effective approach for Build and Operate scenarios.	No change from RFP.
41		Power Consumption (in watts), Max 20 Watt at PoE+	Power sourcing equipment (PSE) with POE+ standard can deliver 30W, so	In column 3 'Description' of S. No. 22 of table given at clause 15.5.2.2, the words "Max 20" may be read as "Upto 30".

42	16 (C), Bill of Material , Page 210	Video Management System- Software for Recording, Viewing of Videos (2217 Cameras)	CCTV camera count as per BOQ is 2217 which is not matching with annexure 2, Where the CCTV location camera count is mention 2261. kindly confirm final camera count.	At S. No. 'E' of Annaxure-1, Number of Cameras for Number Plate Recognition System may be read as '42' instead of '86' and Total number of cameras may be read as '2217' instead of '2261'.
43		21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.	This contradicts the clause that the Lead Member will remain responsible for successful delivery of the project at all times throughout the concession period.	No change from RFP
44	General	Extension on the RFP submission Date	Keeping the critical event of spectrum bidding in view during first week of October and subsequent festival season, we request you to kindly extend the bid submission deadline by at least 30 days	No change from RFP
45	General	Time period for the SLA breach penalties	We request you to provide us a stabilisation period after the Go-Live to ensure smooth functioning of the system implemented. We require a period of 1 year where we are not penalised for the SLA breach.	A stabilisation period of three months will be allowed after Go-Live on a request of the concessionaire in the regard in writing but in such case, the concessionaire has to provide comprehensive O&M / maintenance for LED, CCTV, DC & CCC for further period of 3 months in addition to the periods mentioned in clause 3.5.3 (g). In any case, (i) the total concession period, including the implementation period, or (ii) implementation period, will not be increased at
46	15.1.3 Citywide Network, Page 116	Applicants are advised to choose City transport network IT POP i.e. MPLS Pre-aggregation, Aggregation and Core locations on NDMC owned locations only.	What all infra (space, power, Cooling) will be provided by NDMC at these locations? Also do we need to consider power backup at City transport Network POPS	all. Refer clause 3.4.5.

47	General, Page 23	Concessionaire Responsibilities	We understand Concessionaire will be providing the L1/L2/L3 support for LED's/CCTV/CCC and monitoring manpower/operators will be provided by NDMC. Please clarify.	
48	General	Design Guidelines	Please share if we need to specifically follow the standards and Tier Level required for Data Centre like Uptime or TIA 942	No change from RFP.
49	General	Design Guidelines	kindly clarify if NDMC will provide the DG	The Concessionaire has to install UPS for power backup, wherever required in terms of this RFP document. No DG sets are allowed under this RFP.
50	General	Design Guidelines	NDMC will propose for Data Centre. We	The height of the NDMC Building for Data Centre will be about 10 feet, however, the exact location will finalised by NDMC at the time of installation.

M/s Reliance Jio

Sr. No.	RFP Section	RFP Claus e No.	Clause description	Queries / Clarification required / Remarks for consideration	
51	Invitation for proposal	1.2	NDMC hereby invites and high mast poles (134 nos.) as provided in Clause 3.4.3, except high mast poles for	, , , , , , , , , , , , , , , , , , , ,	Relevant portion of Clause 1.2 may be read as follows: "NDMC hereby invites bids for Selection of a Concessionaire for the following works in lieu of rights over existing electrical poles (approximately 18500) and high mast poles (134 nos.)

					as provided in clause 3.4.3 for installation of telecom equipments to enable multiple telecom services based on Wi-Fi/2G/3G/4G/NextGen and the use of right of way for laying the optical fibre for Telecom services for the concession period of fifteen (15) years [one year implementation period + fourteen year post-implementation period]: "
52	Project Objective & Scope	3.1.6	Concessionaire is allowed to use existing high mast poles (as per list attached) subject to prior approval of NDMC, statutory approvals, and security clearance. The concessionaire shall replace such High mast pole with a pole of similar height to keep the aesthetic look (such as equipment fully concealed with the pole structure etc) and requisite strength intact.	Majority of the 134 high mast poles provided in the annexure are only 12-16 mts. in height (87 nos 12 mt; 7 nos. 16 mts). With the restriction of 'similar height' pole in case of replacement, the benefit of high mast poles to be allotted to the concessionaire will not be realized. It is suggested that all high mast poles be allowed to be replaced with pole of standard height (30-40 mts) with pre-approved design keeping the aesthetics and structural stability intact.	No change from RFP.
53	Project Objective & Scope	3.2.1.1	Total Access Points (APs) to be installed in limited to 1500 numbers	We understand from this clause that the free public Wi-Fi deployment scope is limited to maximum of 1500 APs and any additional requirement at a later stage will be beyond the scope of this RFP	Refer clause 3.5.6.
54	Project Objective & Scope	3.2.1.	Hotspots should cover entire area of places given in RFP document. Applicants will be responsible for design and engineering of all the network components	Installation of additional poles may be required based on survey report to cover the scope given in the RFP. We request that the concessionaire should be allowed to put additional poles (including the fiber network to	No change from RFP.

			to meet coverage and capacity requirements of hotspots based on following parameters	connect with other existing and new poles) at its own cost to provide adequate Wi Fi coverage in the designated areas without disturbing aesthetics and after consultation and approval of NDMC. This will help the concessionaire improve WiFi network in NDMC area and in the process will extend meaningful benefits to the general public also.	
55	Project Objective & Scope / Detailed project scope	3.2.3.1 / 15.5.1	3.2.3.1facility for storage up to 30 days.15.5.1 Storage of CCTV data to be planned for 15 days	Please clarify whether storage of CCTV data is to be planned for 15 days or for 30 days	Storage requirement of CCTV data is for 15 Days at 15 FPS.
56	Project Objective & Scope	3.4.4	NDMC will provide metered electricity to concessionaire for telecom/BTS equipment on payment basis NDMC will provide electric meters on feeder pillars. The concessionaire has to lay its own cable to extend power supply from the meter to the equipments. Any ROW permission for such purpose will be given by the NDMC, free of cost during the implementation period only, and subject to other conditions	Free ROW for extending power supply to BTS equipment is restricted to only implementation period (i.e. 1 year). Request this period be extended to 1+2 years; i.e. same as that mentioned as free ROW period in the RFP	Relevant portion (Second Para of Clause 3.4.4) may be read as follows: "It will be the responsibility of Concessionaire to apply for the electricity meters to the NDMC as per its requirement. NDMC will provide electric meters on feeder pillars. The concessionaire has to lay its own cable to extend power supply from the meter to the equipments. Necessary permissions for laying will be given by the NDMC. Any RoW permission for such purpose will be given by the NDMC, free of cost, for three years from the date of signing of the concession

				agreement only, and subject to other conditions as mentioned in the RFP w.r.t. RoW for laying optical fibre including restoration by the Concessionaire."
5	Project Objective 3.4. & Scope	After Concession period the optical fibre laid by the Concessionaire can be used by the Concessionaire as per NDMC policy in force at that time and as applicable to other service providers.	It is understood that the concessionaire will own all the fiber laid under this project after the concession period. We also understand that any new fiber laying may attract ROW charges as per then prevailing policies. However, no retrospective ROW charge should be levied to the Concessionaire for the already laid fiber.	No Change from RFP.
5	Project Objective & Scope 3.4.	For permissions other than in purview of NDMC, the concessionaire has to arrange such permission at their own. NDMC may act as a facilitator for obtaining such permissions by the Concessionaire. However, this will not create any right in favour of the concessionaire for getting such permissions through NDMC	It may not be practical or efficient for the concessionaire to obtain multiple permissions / approvals. The existing high masts should be made available to the concessionaire in a time-bound manner once the agreement is signed, without any	No Change from RFP.

				to provide single window clearance under Clause 3.4.12.	
59	Project Objective & Scope	3.5.3 d) and e)	Set -up Captive Network (IP MPLS based 3 Tier Architecture) for NDMC to rollout various services.	It is commercially infeasible to create a dedicated 3 Tier physical network exclusively for NDMC. Instead, a logical partition can be created within the concessionaire's infrastructure exclusively for NDMC services – both present and future.	No change from RFP
				Suitable network architecture using L2VPN and L3VPN services which is secured as per IT standards and which can be managed as a separate network can take care of all concerns regarding the proposed logical separation instead of the captive network requirement. With this, a dedicated virtual private network solution will have been deployed. This solution will also ensure seamless services for the entire network meeting the desired SLAs.	
60	Project Objective & Scope	3.5.3 (g) / 3.5.16	O&M table (5. MPLS Network) - Transfer of assets to NDMC by the concessionaire in proper working condition at the end of the concession period or termination of agreement whichever is earlier All the assets created as per bill of quantity (BoQ), except (a) Optical fiber and (b) telecom equipment of concessionaire, will become property of NDMC as per timelines mentioned in clause 3.5.3(g)	It is understood that clause 3.5.16 supercedes clause 3.5.3 (g) and that optical fiber will remain the property of the concessionaire even after end of concession period or termination or agreement whichever is earlier. Optical fiber network are built by infrastructure service providers/Telecommunication License holders pursuant to receipt of relevant Registration/licenses (respectively) from the Department of Telecommunications, Government of India.	No change from RFP
			mentioned in clause 3.3.3(g)	Such licensees alone can therefore own the fiber. Licensees enter into a "Right to Use or RTU" arrangement with buyers for dedicated use in multiple pairs. Again, RTU will be given for fixed number of	

				years based on monthly, quarterly or annual rent.	
				years based on monthly, quarterly of annual fent.	
				NDMC cannot own the fiber unless it also holds an infrastructure service provider registration or a telecommunication licence.	
				teleconfindincation licence.	
				For the purpose of this RFP, a RTU with respect to 4 pairs on dedicated basis can be considered to be given to NDMC for the RFP period of fifteen years or	
				its termination, whichever is earlier. Any subsequent right towards RTU by NDMC must be subject to	
				mutual agreement on commercial terms between concessionaire and NDMC.	
				RTU can also be considered to run coterminous with concessionaire's right to use the NDMC poles and	
				ROW during the entire RFP period of fifteen years and any further extended period.	
61	Project Objective	3.5.10	The concessionaire has to use the existing	·	No change from RFP
	& Scope		poles to provide LED/Smart/Semi-smart	' '	_
			LED street lights, WiFi, CCTV.	equipment , the cost of the same must be borne by NDMC	
			Replacement of brackets on poles wherever required, will be done by the	NDIVIC	
			concessionaire. If concessionaire feels		
			that any of the existing electric pole		
			needs replacement to enable fixture of		
			these equipments, the same will be		
			done by the Concessionaire at its own cost.		

62	Project Objective & Scope	3.4.1 / 3.5.9	Clause 3.4.1: free ROW period (1+2 years + 50 Kms) Clause 3.5.9: 200 mbps internet leased line	given to NDMC with an increase in 10% on YoY basis; hence this shall require augmenting the fibre network as well during the entire concession period on regular basis. Since cost of restoration is to be borne by the concessionaire as per the terms of this RFP, any additional ROW charges makes the RFP less attractive. It is requested that NDMC should increase the Free ROW to at least 200-250 Kms after the free 3 year period to maintain the network requirements and desired services during the entire concession period and consequently increase the bandwidth in	No change from RFP
63	Project Objective & Scope	3.4.9	"At the end of the concession period, all rights given to the Concessionaire, including right to use the electric poles, shall be terminated automatically."	The concessionaire will incur significant CAPEX and OPEX over the concession period under the terms of this RFP. The concessionaire should at least get the benefit of first right of refusal in future for continuity of services after the end of the concession period in the present RFP	No change from RFP

64	Project Objective & Scope / Punitive Clause	3.5.7 / 9.10.2	"It is the responsibility of the Concessionaire for the watch and ward of the assets / services created in this project except luminaries during the comprehensive operation and maintenance period as stipulated in clause no. 3.5.3 (g). The Concessionaire has to replace the material(s) / equipment(s) in case of any theft or loss due to any other reasons, which affects the services / assets provided for the NDMC under this project." Theft case by default/vandalism would not be considered as "beyond the control of concessionaire". Hence the concessionaire should be taking adequate anti-theft measures, spares strategy, insurance, as required to maintain the desired required SLA	NDMC for all assets/services including luminaries, CCTV cameras, and all related accessories, network gateways, switches, power backup etc., installed for the exclusive use of NDMC and citizens. The concessionaire cannot be held responsible for any theft/loss/damage to the equipment and accessories which is beyond the control of the concessionaire. The concessionaire's responsibility may be limited to	No Change from RFP.
65	Punitive Clauses	9	Various punitive clauses	The concessionaire will endeavour to meet all SLAs on best-efforts basis. However, the proposed penalties are very stringent and disproportionate. NDMC must provide a rationalized and reasonable penalty framework, after taking into consideration the relevant industry standards for warranties and replacements for such equipment and implements. Also, disputes regarding SLA deviations, if any, must be resolved through an arbitration process as per Arbitration and Conciliation Act, 1996. This will ensure that the process is fair to both the concessionaire and NDMC.	No change from RFP

66	Concessionaire responsibilities	3.5.18	Any damage to other services arising due to execution or repair or maintenance work by the Concessionaire shall have to be made good by the Concessionaire within 48 hours of such damage, failing which NDMC has right to get it done at the risk and cost of the Concessionaire and in such case, NDMC will charge double of the cost incurred on making it good from the Concessionaire.	While all efforts shall be made to rectify such damages within defined period but for some reasons if not done, the repair cost for same should be taken on actual cost only.	
67	Miscellaneous / Indemnity Clause	8.9	"This indemnity shall apply whether or not NDMC was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the NDMC." "Such indemnity shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or wilful misconduct of the NDMC."	Indemnity shall not apply where any loss, damage,	Clause 8.9 may be read as follows: "The Concessionaire shall defend, indemnify, release and hold harmless the NDMC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or NDMC) or for loss of or damage to property (including Concessionaire or NDMC property), in each case whether directly or indirectly resulting from or arising out of Concessionaire performance under this RFP document / concession agreement. This indemnity shall apply whether or not NDMC was or is claimed to

				be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the NDMC. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / concession agreement."
68	Events of Default and termination / (b) Termination Notice	The concessionaire may terminate the agreement by giving a notice of 60 days to the NDMC. Such termination is subject to the fulfilment of the conditions, as prescribed under clause 11.7 and 11.8, by the concessionaire.	As Clause 11.7 requires the forfeiture in case of event of Default, will termination by concessionaire tantamount to forfeiture of PBG by NDMC? Exclusion for the forfeiture should be specific	Termination by concessionaire tantamount to forfeiture of PBG by NDMC.
69	Events of Default and termination / Early Determination	Notwithstanding anything inconsistent contained anywhere in this agreement, in the event of early determination of this Agreement by NDMC without the consent of the Concessionaire or in the absence of any default by the Concessionaire, the procedure for Termination will be as prescribed under Clause 12 (Dispute Resolution).	If NDMC is terminating the arrangement without any default of concessionaire, then why shall termination be done under dispute resolution? If NDMC terminates the agreement in the absence of any default by the Concessionaire, NDMC should compensate the concessionaire against all the expenses borne by the concessionaire on account of provision of assets and services to NDMC, till the date of termination.	No Change from RFP.

70	Dispute Resolution	12.1	discussion, then the matter will be referred	We can have three person arbitration panel. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall then appoint a third arbitrator.	No change from RFP.
71	Exit Management Schedule / Transfer of Assets	14.2	days of the expiry of the Concession Agreement or termination of the Concession Agreement, whichever is earlier, hand over all the assets and	Wherever Asset list is mentioned pls exclude (a) optical fibre and (b) telecom equipments of	The Assets List does not include (a) optical fibre, and (b) telecom equipments of Concessionaire, which are not used / installed for providing services to NDMC and/or free Wi-Fi as per this RFP document.
72	General (Not covered in RFP)	N/A	In order to serve the citizen better, kiosk space should be assigned to concessionaire. This kiosk would also act as a customer help desk	Request to consider	No change from RFP
73	General (Not covered in RFP)	N/A	Sharing of Energy Cost through replacement of traditional Street lights with Energy efficient LED lights	,	No change from RFP

M/s Tejas Networks

Sr No	RFP Volume, Section	Clause No.	Content in the RFP	Clarification Sought	Reply of NDMC
74	Updated _RFP_Smart_Pole		Implementation of Gazette Preferential market Access Policy of Government of India on the project.	· ·	

75	Updated _RFP_Smart_Pole	3.5.3(d)	Set-up captive Network (IP MPLS based three tier architecture) for NDMC to rollout various services;	Optical Networking field and the leading player in India. RFP	_	from
				Architecture of NDMC recommendations for your kind consideration: We do understand that MPLS Transport Network is required		
				recommend that three tier architecture comprising of Layered Network with L2 Switches at Access, MPLS-TP at Pre-Agg		
				more effectively, efficiently and cost optimally. Hence, we request you to consider three tier architecture based upon "IP MPLS/MPLS-TP Based CEN Switch as per TEC/GR/TX/CEN-		
				004/02/SEP-13 " instead of "IP MPLS based three tier architecture". In order to further substantiate our point, please follow below links detailing the suitability of MPLS-TP technology in Pre aggregrate layer.		
				http://www.cisco.com/en/US/technologies/tk436/tk428/white_p aper_c11-562013.html		

76	Updated _RFP_Smart_Pole	15.1.2	The proposed network should support IP/MPLS based Ring topology (Single Homed /Dual Homed)	We do understand that the proposed network should support IP/MPLS and MPLS-TP based Ring Topology. Ring Architecture is best realized by MPLS-TP based Network delivering carrier class OAM, Sub 50ms resiliency with MPLS-TP at Pre-Aggregate Layer. With IP/MPLS at all layers, the network would be non-deterministic & complex, hence MLPLS-TP has to be deployed at Pre-Agg Layer to realize 99.99% reliability. We do understand that MPLS-TP along with IP/MPLS is being asked in the network. Please do confirm if our understanding is correct. To share the MPLS-TP capabilities at Access & Pre-Agg, please follow below links detailing the same. http://www.tejasnetworks.com/images/White%20Paper/MPLS-TP.pdf	
77	Updated _RFP_Smart_Pole	15.1.3	Pre-Aggregation Layer: "The proposed network should support IP/MPLS based Ring topology" mentioned in the tender.	Transport Profile of MPLS has been an effort by IETF to make MPLS a carrier class in lines with Transport Network requirements of determinism, OAM,sub50ms resiliency and hence implemented worldwide by all packet Networks deployments in Access & Aggregate Layer. We do understand MPLS-TP based Ring Architecture is required in Pre-Agg layer for realizing carrier class OAM & resiliency . Please do confirm that either of technologies (IP/MPLS or MPLS-TP) can be deployed in Pre-Agg Layer. http://www.tejasnetworks.com/images/White%20Paper/MPLS-TP.pdf	No change in RFP.
78	Updated _RFP_Smart_Pole	15.1.6.2	MPLS Pre-Aggregation-Type-1	We understand that MPLS-TP in pre Aggregation Node is also allowed in meeting the requirements. Please confirm MPLS-TP based on TEC GR No.TEC/GR/TX/CEN-004/02/SEP-13 in Pre Aggregation Node is acceptable. Please confirm.	No change in RFP.

79	Updated _RFP_Smart_Pole	15.1.6.2	Certifications: The Router should be minimum EAL2 / Applicable Protection Profile (NDPP) certified under the Common Criteria Evaluation Program	EAL2 & NDPP are US Standards and hence this certification becomes onerous and restrictive especially for domestic manufacturers. In lieu of EAL Certification, we request you to allow the compliance against EAL2 requirements .A self compliance certification from OEM against EAL2 requirements should be acceptable. Attached is copy of NFS (Network for Spectrum which is a very security sensitive network being made for the tri services with an estimated cost of more than INR 15000Cr)tender for Army & Navy where in the compliance against EAL-2 was acceptable. Request you to allow compliance against EAL-2 specifications instead of certification as has already been accepted in NFS tender. Pls confirm.	No change in RFP.
80	Updated _RFP_Smart_Pole	15.1.6.2	24. The Router should be minimum EAL2 / Applicable Protection Profile (NDPP) certified under the Common Criteria Evaluation Program	EAL2 & NDPP are US Standards and hence this certification becomes onerous and restrictive especially for domestic manufacturers. In lieu of EAL Certification, we request you to allow the compliance against EAL2 requirements. A self compliance certification from OEM against EAL2 requirements should be acceptable. Attached is copy of NFS (Network for Spectrum which is a very security sensitive network being made for the tri services with an estimated cost of more than INR 15000Cr)tender for Army & Navy where in the compliance against EAL-2 was acceptable. Request you to allow compliance against EAL-2 specifications instead of certification as has already been accepted in NFS tender. Pls confirm. Below is the reference from BSNL-Indian Navy Tender (CA/CNP/NCN-EQPT/T-464/2014 ISSUED ON 31 JAN 2014) Annexure No. 2 Page 46 Chapter 4 of TEC GR No.GR/LSW-01/04 MAR 2011 with latest amendments and EAL 2 compliant.	No change in RFP.
81	Updated _RFP_Smart_Pole	15.1.6.3	MPLS Pre-Aggregation-Type-2	We do understand the requirement herein is MPLS-TP Aggregation Node is also allowed, hence for the specification of MPLS-TP based Aggregation Node, Specifications should be in accordance with TEC/GR/TX/CEN-004/02/SEP-13.Please do confirm if our understanding is correct.	No change in RFP.

In addition to the above mentioned changes, in clause 15.4.1, the relevant portion with respect to number of SSIDs allowed on a single access point / device may be modified to the following extent:

"The maximum number of SSID's to be allowed on a single access point / device shall not exceed three (each SSID on separate non-overlapping channel) in case of 2.4 GHz environment, out of which one shall be specifically assigned for providing free Wi-Fi services to the public. The maximum number of SSID's to be allowed on a single access point / device shall not exceed maximum number of non-overlapping channels (each SSID on separate non-overlapping channel) in case of 5 GHz environment, out of which one shall be specifically assigned for providing free Wi-Fi services to the public."