**Amendment-1 to bidding documents**

**“Package- B5.5: Procurement of Nokia Make DWDM Equipment**

**Specification No- NR1/NT/W-TELE/DOM/ZA2/24/09628”.**

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| **S.No.** | **Tender Document Name** | **Heading No.** | **Heading** | **Subclause** | **Existing Clause** | **Proposed Amendment** |
| 1 | VOLUME – II TECHNICAL SPECIFICATIONS  | 8 | Technical Requirement Nokia Single Core DWDM Equipment | C: Rack | Dust and moisture protection shall meet or exceed IP20 standards. | **Cabinet must comply with ETSI 300 119 & have protection against Dust and moisture**  |

**Clarification-1 for pre-bid queries**

**For**

**“Package- B5.5: Procurement of Nokia Make DWDM Equipment**

**Specification No- NR1/NT/W-TELE/DOM/ZA2/24/09628”.**

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| **S. No.** | **Tender Document Name** | **Heading No.** | **Heading** | **Subclause** | **Description** | **Clarification** | **POWERTEL Response**  |
| 1 | VOLUME - I, Section – III :  | BDS-Bid Data Sheets | ITB 15.1 (ii) (g) | Supplementing ITB clause 15.1 (ii)(g) with the following: (ii) | Bidder shall produce a valid agreement with OEMs for product support for at least **seven (7) years** from the date of acceptance. | Since the total support period including DLP is six years, please amend this clause to "Bidder shall produce a valid agreement with OEMs for product support for at least **six (6) years** from the date of acceptance" | Provisions of the TS are amply clear. |
| 2 | VOLUME - I, Section – V | Special Conditions Of Contract (SCC) | GCC 1.1(e) & 1.1(ee) | Supplementing Sub-Clause GCC 1.1(e) & 1.1(ee) | Time Schedule /Delivery Schedule-**17 weeks**\* from the Date of Award for Batch-1 | Nokia itself will take approx 20-24 weeks for delivery of hardware further it will take time to for end to end implementation, we request you to kindly amend the clause "Time Schedule /Delivery Schedule-**30 weeks**\* from the Date of Award for Batch-1" | Provision of the bidding documents shall remain unchanged. |
| 3 | VOLUME - I, Section – V | SPECIAL CONDITIONS OF CONTRACT (SCC) | GCC 3.3 | Amendment/ Supplement to GCC | The supply of Mandatory Spares Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities by the Employer for a minimum period of fifteen (15) years from Operational Acceptance of the Facilities by the Employer. However, in the event of that a equipment/component is declared to be withdrawn from production, Contractor shall ensure the availability of spare parts for the supplied items for a minimum period of 7 years from the date of withdrawal from production or 15 years from Operational Acceptance of the Facilities by the Employer, whichever is earlier. For balance of the period, if any, up to 15 years from Operational Acceptance by Employer, Contractor shall ensure that functionally equivalent hardware is available which is compatible with all software delivered with the system. If Employer chooses to purchase from the Contractor said functionally equivalent hardware, any software modifications necessary to maintain complete functional compatibility with all software delivered by Contractor shall be made at no cost to Employer. In the event, the modified software is not found compatible with functionally equivalent hardware, the Contractor shall make suitable corrections to this modified software and install this corrected software at no cost to Employer. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.  | Please remove this clause. Since the total support ask is for six years including DLP, Contractor can ensure the availability of spare parts for six years only. | Provisions of the TS are amply clear. |
|
| 4 | VOLUME - I, Section – VI  | Form 2 | Sample Forms and Procedures |   | BID SECURITY FORM | We understand Bid Security Form is not applicable for Bidders who are exempted from paying EMD, or paying EMD through draft . Please confirm | Yes. |
| 5 | VOLUME - I, Section – VI  | Form 21 | Sample Forms and Procedures |   | FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER  | We understand this clause is not applicable in this RFP. Please confirm | Referred form is as per Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement (hereinafter “DMI&SP policy”) issued by Ministry of Steel, Government of India vide Notification dated 8th May 2017 and its revision dated 29th May 2019 and including subsequent amendments/modifications.Further same shall be applicable post award for iron and steel products (whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time) included in the BoQ/ scope of the package (refer Attachment-25). |
| 6 | VOLUME - I, Section – VI  | Form 22 | Sample Forms and Procedures |   | Format of ‘Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products’ | We understand this clause is not applicable in this RFP. Please confirm |
| 7 | VOLUME - I, Section – VI  | Form 23 | Sample Forms and Procedures |   | Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non-judicial stamp paper of Rs.100/- | We understand this clause is not applicable in this RFP. Please confirm |
| 8 | Vol 3 Bid Forms | Attachment – 3(QR) | FINANCIAL POSITION | Format-C | The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of Bid.  | Complete annual reports and audited financial statements for the last five years will be of very large size and it couldn’t upload on GEM portal. Request you to kindly allow to share the same over email later. We will submit the balance sheets at the time of bid. | All submission is to be done through GeM only. |
| 9 | Vol 3 Bid Forms | Attachment – 21 |   |   | Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MeitY-Notification, to be provided on a non-judicial stamp paper of Rs.100/- | We understand this clause is not applicable in this RFP. Please confirm | Plz refer SCC Clause 10, wherein referred Attachment is made not applicable. |
| 10 | Vol 3 Bid Forms | Attachment – 22 |   |   | Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MeitY-Notification [to be submitted on the letter head of the issuer.] | We understand this clause is not applicable in this RFP. Please confirm | Plz refer SCC Clause 10, wherein referred Attachment is made not applicable. |
| 11 | VOLUME – II TECHNICAL SPECIFICATIONS  | 4 | Compliance Requirements |   | The Equipment & Modules shall comply with ‘Trusted Products’ from ‘Trusted Sources’ in line with the ‘National Security Directive on Telecommunication Sector (NSDTS)’ under subject package. Trusted Products are products whose critical components and the products themselves are sourced from Trusted Sources. The National Cyber Security Coordinator (NCSC) is the Designated Authority (DA) for the determination of inclusion of a vendor as a Trusted Source, of a Telecom product as a Trusted Product and the methodology for the said inclusion. Contractors are advised to submit the necessary certificate(s) along with bid. | As we understand line items offered under the BOQ shall be applied in NSDTS-Security portal as guidelines defined by the NSDTS. There can be some line item those are in submitted stage in the portal Powetel will support to apply OTE (one Time Exemption) for same. | Yes |
| 12 | VOLUME – II TECHNICAL SPECIFICATIONS  | 8 | Technical Requirement Nokia Single Core DWDM Equipment | C: Rack | Dust and moisture protection shall meet or exceed IP20 standards. | Request to Powertel, to consider the ETSI Rack as mentioned in subclause VI A, because ETSI rack doesn’t have IP 20 standard. | A suitable amendment has been issued. Please refer Sl. No 1 of Amendment-1 |
| 13 | VOLUME – II TECHNICAL SPECIFICATIONS  | 10 | Environment, Emi, Power Supply, Cabling And Earthing | d: Environmental | Offered Equipment must support QM-333 March 2010 latest release and amendments if any for environmental requirement as per Category B2. | ETSI Standard are worldwide recognized, request to Powertel to consider the same. | Plz refer Note at Clause 10, Vol-II |
| 14 | VOLUME – II TECHNICAL SPECIFICATIONS  | 12 | Factory Acceptance Tests |   | From each batch of equipment presented by the Contractor for Factory acceptance testing, the Employer shall select random sample(s) to be tested for acceptance. Unless otherwise agreed, all required FAT tests in the approved FAT procedures shall be performed on all samples. The Sampling rate for the Factory acceptance tests shall be 10% of the batch size (minimum 1) for all items. In case any of the selected samples fail, the failed sample is rejected, and an additional 20% sample shall be selected randomly and tested. In case any sample from the additional 20% also fails the entire batch may be rejected. Since FAT testing provides a measure of assurance that the Quality Control objectives are being met during all phases of production, the Employer reserves the right to require the Contractor to investigate and report on the cause of FAT failures and to suspend further testing/ approvals until such a report is made and remedial actions taken, as applicable. | Please confirm, FAT (Factory Acceptance Test) to be conducted in the Nokia India (Gurgaon) Lab of offered product with defined test cases in this tender. | Yes |
| 15 | VOLUME – II TECHNICAL SPECIFICATIONS  | 18 | Annual Maintenance Services (AMC) | I: Spares Management | Contractor shall maintain its own inventory of requisite no. of all types of spares distributed across Strategic locations (to be decided in consultation with Employer) required for meeting the network availability requirements as stipulated in clause 18(C) of these specifications, otherwise penalty shall be imposed as per clause 18(D). Contractor must share location wise list of spares along with Maintenance Philosophy and/or TOC of final BATCH. | As we understood total Qty asked in the BoQ is along with the Spares, please confirm there is no separate Spares needs to be provided also please confirm Supplier needs to maintain the spares as SLA asked in the Tender. | Yes, spares for all major components are included in the BoQ, however Bidder is free to assess & maintain any additional requirement of spares to meet SLAs. |
| 16 | VOLUME – II TECHNICAL SPECIFICATIONS  | 19 | Security Requirements | C: Regulatory Requirements | Supplied Equipment’s shall conform to EN 55022 Class A or CISPR22 Class A or CE Class A or FCC Class A Standards or equivalent Indian Standards for EMC (Electro Magnetic Compatibility) requirements. | Please consider the latest standard CISPR 32 & CISPR 24 or EMC level: Class A FCC 47 CFR15, Class A Part B (2006) | Equipment must either support the standard specified in TS (or its latest version) or any other latest equivalent standard |
| 17 | VOLUME – II TECHNICAL SPECIFICATIONS  | 15 | Project Management, Quality Assurance, Training And Documentation | a. Project Schedule | The project schedule shall consist of an implementation schedule, a documentation schedule and a training schedule.  | Please clarify about the training here. Is it about customer training services. What are the detailed requirements and scope of trainings. | Provisions of the TS are amply clear. |
| 18 | VOLUME – II TECHNICAL SPECIFICATIONS  | 19 | Security Requirements | General Security Requirements, III | Contractor & its OEM shall support and resolve in case of any vulnerabilities and security gaps appeared in the supplied products/services or solution during DLP & AMC. The timeline for mitigation of vulnerabilities will be 48 hours for internet connected systems and 1 month for air-gapped systems from the date of discovery of vulnerability. Any zero-day vulnerability discovered is to be mitigated/workaround solution to be provided within 72 hours. | As we understood Powertel NOC team will open a case to OEM TAC to resolve the issue, please confirm. | Yes. |
| 19 | VOLUME – II TECHNICAL SPECIFICATIONS  | 19 | Security Requirements | General Security Requirements, X. B | Keep a record of all the Operation and Maintenance command logs for a period of 12 months in online mode and for the next 24 months in offline mode. | Please clarify, NMS shall be managed by Powertel during the operation and maintenance period and also it is difficult to predict the alarms in the 12 months in online mode and for the 24 months in offline mode, Proposed EMS, web FM can support up to 250k current alarms and 10M historical alarms please confirm this satisfy the NW requirement. | Provisions of the TS are amply clear. |
| 20 | VOLUME – II TECHNICAL SPECIFICATIONS  | 19 | Security Requirements | General Security Requirements, X. D | Keep a record of supply chain of the products component wise for hardware & software. | As we understood, NMS shall be managed by Powertel during the operation and maintenance period it is related with the NMS inventory management, Nokia NMS has capability to check the installed inventory | Provisions of the TS are amply clear. |
| 21 | VOLUME – II TECHNICAL SPECIFICATIONS  | 20 | Security Requirements | System Security & Audit. F | The Contractor shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification with respect to Telecom & IT software and those related to information & communication security management, 3GPP or 3GPP2 security standards for Telecom related elements, ISO/IEC 15408 standards for IT related elements, ISO 27000 series for Information Security Management System. OEM vendor should submit above mentioned related certificate for compliance to this clause. | As we understood, 3GPP is for 5G product/IT for DWDM product this is in not mandatory, please confirm. | Provision of the bidding documents shall remain unchanged. |
| 22 | VOLUME – II TECHNICAL SPECIFICATIONS  | 21 | Security Requirements | Security Requirements xi | The Contractor shall pay penalty up to Rs.50 Crore for any security breach which has been caused due to inadvertent inadequacy/inadequacies in precaution on the part of the Contractor. | As we understood this is L0 DWDM network not a IP/Packet network possibility of security breach is not there. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 23 | VOLUME – II TECHNICAL SPECIFICATIONS  | 22 | Security Requirements | Security Requirements xii | The Contractor shall pay penalty of Rs.50 Crore per breach towards act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach. The same breach in the same equipment purchased through same PO or in the same lot or the same negligence at the same time at multiple locations in the network will be considered as singe breach for the purpose of levying penalty. The Contractor shall deposit the penalty amount with the DoT within 30 days of the issue of the notice. | As we understood this is L0 DWDM network not a IP/Packet network possibility of security breach is not there. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 24 | VOLUME – II TECHNICAL SPECIFICATIONS  | 23 | Security Requirements | Security Requirements xiii | Besides the penalty, liability and criminal proceedings under the relevant provisions of the various acts such as Indian Telegraph Act, Information Technology Act, Indian Penal Code (IPC), Criminal Procedure Code (Cr PC) etc. can be initiated against the Contractor. The Contractor may also be blacklisted on discretion of DoT. | As we understood this is L0 DWDM network not a IP/Packet network possibility of security breach is not there. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 25 | VOLUME – II TECHNICAL SPECIFICATIONS  | 24 | Security Requirements | Security Requirements xiv | Copy of all test result & certificates for applicable security related certifications (From Common criteria Lab or any other authorized certified agencies) as per DoT Guideline (DoT letter ref: 10-54/2010-CS-III (NLD) dated 31.05.2011) to be submitted by the contractor. | As we understood This is L0 DWDM network not IP/Packet network. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 26 | VOLUME – II TECHNICAL SPECIFICATIONS  | 25 | Security Requirements | System Security & Audit. i | The Contractor shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification with respect to Telecom & IT software and those related to information & communication security management, 3GPP or 3GPP2 security standards for Telecom related elements, ISO/IEC 15408 standards for IT related elements, ISO 27000 series for Information Security Management System. OEM vendor should submit above mentioned related certificate for compliance to this clause. | Certificates will be shared by Nokia bid team ISO 27000.For Server ISO/IEC 15408 standards for IT related elements, Partner needs to updateFor 3GPP certificate clarification is asked to PGCILAs we understood, 3GPP is for 5G product/IT for DWDM product this is in not mandatory, please exclude this certification requirement. | Provision of the bidding documents shall remain unchanged. |
| 27 | VOLUME – II TECHNICAL SPECIFICATIONS  | 26 | Security Requirements | System Security & Audit ii | Contractor shall conduct network security audit for complete network including NOC through CERT-In (the Indian Computer Emergency Response Team) empanelled parties after completion of SAT-III and before taking over the project by Employer. If the bidder itself is a CERT empaneled vendor, it still can’t perform the audit by itself. The network audit shall be performed as per guidelines issued by GoI/ MoP/ DOT etc. The purpose of this audit is to assess the network vulnerability and implement corrective schemes to avoid unauthorized access or alien intrusion (broadly cyber-attacks). | As we understood this is L0 DWDM network not IP/Packet network. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 28 | VOLUME – II TECHNICAL SPECIFICATIONS  | 27 | Security Requirements | System Security & Audit g | Reports and Documentation: The Agency/ Bidder/ Service Provider shall submit the final report for approval of findings by incorporating the changes/ details advised by PowerTel. | As we understood this is L0 DWDM network not IP/Packet network. This clause is not applicable for DWDM device.  | Provision of the bidding documents shall remain unchanged. |
| 29 | VOLUME – II TECHNICAL SPECIFICATIONS  | 7.2 |  Submission of Test Reports |  General | A report of the tests conducted with results of the tests conducted and mentioning areas where vulnerability exists and what precautions are to be taken by the TSPs to minimize the effect of such vulnerabilities. For this purpose, additional requirements may be provided in the Solution Designs. Compliance statements should be made against the relevant Security Standards and where practicable, tests performed to demonstrate compliance.  | Test reports related to Port Enumeration, IP Vulnerability Scanning and Compliance to AAA Design are not applicable for Optics products. Please clarify the requirements. | Provision of the bidding documents shall remain unchanged. |

**Bidding Document Details**

This Bidding documents comprises of 3 Volume as following:

a) Volume-I: Conditions of Contract

b) Volume-II: Technical Specifications

c) Volume-III: Bid Forms & Price Schedules

However, same has been accommodated as per requirement of custom Bid on GeM Portal. Bidders are requested to refer the below table to understand the bidding documents composition and make themselves aware of the volume and section referred therein. All documents forming part of the Bid Document are intended to be correlative, complementary and mutually explanatory.

Bid Documents as per POWERTEL’s Volume & Section No. vis-a-vis its Description mentioned on GeM bid documents are as follows:

|  |  |  |
| --- | --- | --- |
| **S.No** | **Bid Documents as per POWERTEL** | **Description mentioned on GeM Bid Document** |
| **Volume No.** | **Section No.** |
| 1 | Volume-I: Conditions of Contract | Section I- Invitation for Bids (IFB) | Introduction about the project /services being proposed for procurement using custom bid functionality |
| Section II- Instructions to Bidders (ITB) | Instruction To Bidder |
| Section III- Bid Data Sheet (BDS) |
| Annexure-A Qualifying Requirements to Section III- BDS | Project Experience and Qualifying Criteria Requirement |
| Section IV- General Conditions of Contract (GCC) | Payment Terms |
| Section V- Special Conditions of Contract (SCC) |
| Section VI- Sample Forms and Procedures (FP) | Any other Documents As per Specific Requirement of Buyer -2 |
| 2 | Volume-II: Technical Specifications | Technical Specification | Scope of Work |
| Penalties |
| 3 | Volume-III: Bid Forms & Price Schedules | Bid Form for First Envelope & Attachments (\*refer note below) | Any other Documents As per Specific Requirement of Buyer -1 |
| Bid Form for second Envelope & Price Schedules (#refer note below) | Price Schedule |

**Notes:**

**\* (i) Bid Form for First Envelope & Attachments are uploaded (in PDF format) under “Any Other Documents As Per Specific Requirement Of Buyer-1” in the Bid Document.**

**(ii) Further, Bidders must upload the Bid Form for First Envelope in Technical part of the Bid. Bids not containing “Bid Form for First Envelope” shall be rejected and no further clarification shall be sought.**

**# (i) Bidders are requested to quote their lumpsum offer (i.e. Total Price, incl. of GST) against the custom bid in the financial portion of the bid.**

**(ii) Further, Bid Form for second Envelope & Price Schedules (in excel format) is uploaded under “Price schedule” in the Bid document. Bidders shall have to upload the dully-filled Price schedule in pdf format under “Financial Document Indicating Price Break Up” on GeM Portal only. In case of non-submission of the price breakup, the same shall be asked from L-1 Bidder before Award of contract.**

**(iii) Bidders shall not upload the Price schedule in Technical part of the Bid in soft copy and shall not submit any Price component in Hard copy of the bid, otherwise their bid shall be rejected and no further clarification shall be sought.**

**CHECK LIST**

**Disclaimer:** The sole purpose of this check list is to minimize the common errors committed by the Bidders during submission of Bids. This check list is NOT an exhaustive list and Bidders shall by no means have any claim for any reason not being listed here for Rejection of their bid. Bidders are advised to submit their bid as per the Instructions given in Section-II: ITB & its amendment in Section-III BDS. The bids shall be evaluated as per the Section-II: ITB & its amendment in Section-III BDS and shall be dealt as per the provisions therein.

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| **SN.** | **Description** | **(Yes/No)** |
|  | Whether Bid Form for Fist Envelope has been duly filled & signed and uploaded on GeM Portal? |  |
|  | Whether the Bid is valid for the period as mentioned in Section-II: ITB of Bidding Documents i.e. 6 months from the date of bid Opening? |  |
|  | Whether Bid Security is submitted & is valid for 250 days from the original date of bid Opening? |  |
|  | Whether MSE certificate (UDYAM Registration)/ Bid Security exemption certificate is submitted along with the Bid? |  |
|  | Whether valid Power of Attorney in respect of Signatory of Bid has been Notarized & submitted in Bid? |  |
|  | Whether all the attachments- 3 to 23 of Volume-III of the bidding documents are duly filled without any tampering and uploaded on GeM Portal? |  |
|  | Whether Attachment-3 has been dully filled & submitted along with all the supporting documents related to Technical & Financial QR of the bidding documents? |  |
|  | Whether Complete Annual Report of last five financial years have been uploaded. Same shall be certified by Chartered Accountant, Seal & stamp bearing Registration no. of Chartered Accountant & UDIN no. be affixed on Annual Report? |  |
|  | Whether Attachment-14\_Integrity Pact has been submitted on Stamp Paper with duly signed & stamped on each page? |  |
|  | Whether Attachment-15 & 16 is completely filled? |  |
|  | Whether Attachment-18\_Safety Pact has been submitted on Stamp Paper with duly signed & stamped on each page? |  |
|  | Whether “Attachment -20: (Declaration of Key Managerial Person and Power of Attorney holder)” has been signed by two personnel i.e. (i) Key Manager Person and (ii) Power of Attorney holder. Bidder have to upload scanned copy of this signed and stamped sheet along with the bid? |  |
|  | Whether Attachment-21 regarding Affidavit for self-certification regarding Local Supplier has been submitted on Stamp Paper with duly signed & stamped on each page? |  |
|  | Whether Bid Form of Second Envelope & Price Schedules has been dully-filled & uploaded under “Financial Document Indicating Price Break Up” on GeM Portal only. |  |
|  | Whether Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation (as applicable) has been uploaded. |  |
|  | Whether scanned copy of documents like PAN Card, GSTN No., Cancelled Cheque has been uploaded. |  |
|  | Whether Hard Copy of the documents required as per Section-II: ITB & its amendment in Section-III BDS, including Bid security/Exemption Proof, Power of Attorney, Attachment-14\_Integrity pact, Attachments-18\_Safety Pach & Attachments-20, 21, 22 and 23 has been sent to the Employer address? |  |