

Tender for selection of Telecom Service Provider for the provision of Bandwidth drops for the transport of digital signals from Digital Addressable System (DAS) of TACTV Headend, Nungambakkam, Chennai-600 034 to different places in Tamil Nadu on Rate Contract basis.

Tender No: TACTV/002-Bandwidth Rate Contract/2017 dt.11.11.2017.

Reply for Clarifications dt.7.12.2017

S.No.	Clause No.	Page No.	Tender Clause	Clarification Sought	TACTV Clarification
1	20(b)	18	The Successful tenderers shall supply and commission the services within 14 days from the date of receipt of LOA from TACTV .	The Delivery timeline should be 3 - 4 weeks. Pls amend. Also confirm the delivery timeline for bandwidth upgrade.	Four weeks for new bandwidth and bandwidth upgrade - Refer. Corrigendum-1
2	Annexure- I (1.2)	23	The last mile will be only through Optical Fibre Medium and this will be on overhead fibre medium built by TACTV. In the event of the PoP of the tenderer gets shifted for the reasons arising out of tenderer 's own doing, the responsibility of shifting the last mile lies with the tenderer and the cost of shifting will be owned by the tenderer. Whenever such situation arises out of the reasons of the activities of TACTV, the shifting charges of last mile will be under the scope of TACTV.	1) type of last mile fiber ? Pls confirm 2) End to End last mile will be customers scope at all spoke locations ? Pls confirm 3) Pls specify the last mile hand off ?	1.The last mile is given in clause 23.This will be overhead optical fibre under TACTV scope. 2.The "end to end " means from TACTV head end to QAM location at LCO premises, From the bandwidth dropping location at distant end (vendor's POP) to the Local Ccable Operator's location, the last mile will be TACTV scope. 3.From the dropping location, the vendor will hand off as optical signal .This will be taken through overhead optical fiber to the LCO location and given as input to QAM equipment.
3	1(1.4)	24	The drops may be provided using technology options such as MPLS VPN or Point to point leased line.The vender may give commercials for any one or both of the options without last mile. In both of the options tenderer may quote for drop in any of the nearest point of presence of the tenderer, including the cost of end equipments for delivering 1/2/3/5 drops. The end equipments may be dimensioned to cater for upto 10 Gbps so that the upgrades can be commissioned without any delay. Also for 1Gbps bandwidth and above, the processing capacity of end equipments should be around 10 Gbps to avoid problems of freezing and pixilation television channels. The cost quoted should be within this costing model for 1 /2/3/5Gbps. Adequate power supply specially on UPS may be made available at the point of presence of tenderer for end equipments supplied to ensure 24/7 service without interruption.	1) what is required here ? Layer 3 or layer 2 MPLS 2) P2P link quote are required for all locations including HUB or only for spoke locations ? Pls confirm 3) What are end equipments here ? Pls confirm. Also mention if there is a specific make and model to be supplied. 4) Who will provide the CPE (router's) at each locations and who will do the configuration of the CPE's ? pls confirm. 5) In case of Point to Point, distance is not mentioned. Pls clarify.	1.The technology option is solely in the scope of the vendor. 2.The signal handed over as optical at Chennai headend is to be transported and dropped at the required location across Tamil Nadu and handed over to TACTV as optical signal. From this point the signal will be transported to LCO location. At the dropping point TACTV will have the right to take one or more outputs to different LCOS. This will be treated as single drop only for all commercial purposes. For this the vendor will provide at least 24 port switch at the dropping point for optical hand off and delivery to different locations (LCOs) 3.The required equipments are under the scope of the vendor. 4.The required equipments at each location ,installation ,configuration, operation and maintenance and related work are under the scope of the Vendor. 5.The requirement is per drop basis and hence distance is not mentioned.
4	8.2 - 4	18	At Nungambakkam Headend of TACTV the aggregation link will terminate. The Optical transmission medium from the Headend of TACTV to the transmission centre of the tenderer will have to be provisioned by the tenderer under his scope and the cost should be quoted accordingly. Preferably the aggregation link will be under ground optical fibre cable. Necessary space, power supply, Air conditioning for keeping mux equipments at Chennai head end will be provided by TACTV in case of technological options. It may be noted that the aggregation link capacity is NOT equal to (n*no of drops)Gbps since the transport of signals are in multicast mode from one to many locations. Hence there should not be any cost implications on this account. The point of termination of transmission link by tenderers at Chennai Headend should be on single termination basis for aggregating "n" links for any technological options and space will be provided only to that extent. The tenderers may dimension in such a way that the switch/port provided in Chennai Headend is capable terminating the total required number	1) Permission for laying OFC will be customers responsibility ? Pls confirm. 2) pls specify how many multicast groups will be used ? 3) Price for the Nungambakkam link is not requested in Annexure -VIII. Please clarify.	1.Permission for laying ofc cable at headend Nungambakkam Chennai will be under the scope of Tenderer. TACTV may assist. 2.The requirement is not based on multicast .It is purely based on bandwidth, 3.The provision of link from Nungambakkam head end to various distant places is under the scope of Vendor,.The price quoted is per link basis for the required bandwidth

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5	3(3.4)	27	Downtime of the link Downtime of the link at a center will be calculated based on monitoring tools (NMS and Help Desk) and / or report of the Nodal officer / TACTV. A link shall be said to be down when: 1. Ping test to the remote router fails due to the link failure or the terminal end equipment failure of the Bandwidth Provider only. 2. When the CIR is not met at any point of time. Link failures when reported by the NMS tool shall be added together for each link every quarter to arrive at the downtime for that particular link for the quarter.	What if last mile at any spoke location is down which is under the scope of TACTV. In that case how will be downtime calculated and identified ?	Clarified under SLA exclusions 4.SLA Exclusions Downtime caused by downtime of Equipment maintained by the TACTV
6	15. (1)AWARD OF CONTRACT	16	Contract will be valid for a period of two years, with option for extension of the contract by one more year at the discretion of TACTV.	Request you to amend the contract validity for a period of 3 years , with option for extension of the contract by two more years at the discretion of TACTV.	No change
7	Annexure IX CHECKLIST OF DOCUMENTS Documents to be enclosed in Part-I	40	17. Latest Tax Clearance Certificate	Pls clarify what document to be submitted against Latest Tax clearance.	clause deleted. Refer. Corrigendum-1
8	3.3Service Management	26,28	From 0700Hours to 2000 hours - 60 mins From 2001hours to 0659 hours - 120 mins	Request you to increase the resolution time to 2 hrs for From 0700Hours to 2000 hours and 4 hrs for From 2001hours to 0659 hours	The duration of the day may be changed as under From 0700 hrs to 2200 hrs- resolution time 1 hour From 2201hrs to 0659hrs- resolution time 4 hour.
9			Provide the List of locations where connectivity is required.		Tenetativelocations are all district and taluk head quarters of Tamil nadu. Refer. Corrigendum-1
10	19. RELEASE OF PURCHASE ORDER	17	Successful Tenderer shall supply and commission the services within 14 days from the date of receipt of LOA from TACTV.	Please change the delivery timelines to standard 8 - 10 weeks.	Delivery time amended as 4 weeks. Refer. Corrigendum-1
11	19. RELEASE OF PURCHASE ORDER	17	Successful Tenderer shall supply and commission the services within 14 days from the date of receipt of LOA from TACTV.	A timeline of 1 week to be given to check the feasibility after sharing the location list to customer before releasing the WO	We are providing list of locations.Hence no separate check and feasibility time is required
12	22. Penalty (a) For Supply and Commissioning	18	A penalty will be levied at the rate of 0.25% per day on the undelivered portion of the work subject to a maximum of 5% if the delivery has not been completed in full within the stipulated period subject to Force Majeure conditions.Besides such performance may entail black-listing of the successful tenderer. If the successful tenderer fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to TACTV reserving the right to blacklist the successful tenderer for a period of three years from participating in TACTV's tenders.	Please redefine this clause, as already mentioned due to high BW requirement, delivery timelines would be subject to the feasibility. Also please remove the black listing of service provider due to delay in delivery.	No change

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13	21. Payment Terms	18	Payment shall be made by TACTV to the selected Bidder quarterly on per drop basis after completion of every quarter and due service certification as against the SLA and other terms and conditions of tender.	Payment shall be made by TACTV to the selected Bidder quarterly on per drop basis link wise LOC/Acceptance from the date of such LOC and due service certification as against the SLA and other terms and conditions of tender. Link acceptance and Service certification for the invoices as against the SLA and other terms and condition should be done from Central location	Certification of the link as against SLA will be on drop basis and other terms and conditions and the payment process will be done by TACTV. Refer. Corrigendum-1.
14	24. TERMINATION OF CONTRACT	19	TACTV may by written notice, with a notice period of Thirty days sent to the successful tenderer, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TACTV's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful tenderer is not entitled to any compensation whatsoever.	Termination shall happen only for cause and not for convenience.	Termination happens for convenience of TACTV due to a cause on account of any exigencies of service obligation to its customers.
15	Anexure - 1 1.0 MINIMUM TECHNICAL SPECIFICATIONS Point 1.3	24	The requirement of bandwidth will be 1 Gbps, 2Gbps, 3 Gbps and 5 Gbps. The number of tentative dropping locations will be around 50. The dropping locations may vary 10% on either side. TACTV may issue purchase order for one or more drops at any point of time for different locations and also ask for upgrade as and when the demand at the particular location increases. The tenderer may have to provision 1/2/3/5 Gbps as per the requirement based on demand from TACTV and will be able to upgrade upto 5Gbps as and when required.	Please confirm the type / number of handoff to be provided at Head End and Drop ends. (1 * 10 Gbps optical handoff or N * 1 Gbps optical Hand off) Accordingly the number of fiber pairs (tx/rx) will be provisioned to take output. In case any NW equipment is required to upgrade to upgrade the BW then bidder will provide the parallel link and activity will be done under the downtime approved with the consent of bidder and customer.	At the head end there will be only one optical hand off by TACTV. The vendor will dimension/design the back haul according to the requirements of TACTV irrespective of the drops /bandwidth requested at different points of time. The switch and its port capacity has been given in earlier clarification. TACTV will bring one pair of fiber. The bandwidth at all the location need not be the same.
16	Anexure - 1 1.0 MINIMUM TECHNICAL SPECIFICATIONS Point 1.4	24	The drops may be provided using technology options such as MPLS VPN or Point to point leased line. The vendor may give commercials for any one or both of the options without last mile. In both of the options tenderer may quote for drop in any of the nearest point of presence of the tenderer, including the cost of end equipments for delivering 1/2/3/5 drops. The end equipments may be dimensioned to cater for upto 10 Gbps so that the upgrades can be commissioned without any delay. Also for 1Gbps bandwidth and above, the processing capacity of end equipments should be around 10 Gbps to avoid problems of freezing and pixilation television channels. The cost quoted should be within this costing model for 1 /2/3/5Gbps. Adequate power supply specially on UPS	Hand off for the drop locations will be provided directly from the output of the Service provider Mux/Transmission Equipment in the POP. L3/L2 managed switch has to be borne by the customer.	L3/L2 managed switch has to be provided by the vendor. There must be one drop per link by vendor and distribution to multiple cable operators will be done by TACTV from the output of at least 24 port L3/L2 managed switch provided by the vendor.

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17	3.3 Service Management	26	Response Time: From 0700Hours to 2000 hours - 15 Mins From 2001hours to 0659 hours - 30 Mins Resolution Time From 0700Hours to 2000 hours - 60 Mins From 2001hours to 0659 hours - 120 Mins	Please redefine this clause as per below Response Time: 30 Mins port reporting the issue Resolution Time: Tier 1 Cities: 5 to 6 Hours Remote places: 8 to 12 Hours depends upon the depth of the location	SLA amendment has been done already
18	3.4 Downtime of the link	27	Downtime of the link at a center will be calculated based on monitoring tools (NMS and Help Desk) and / or report of the Nodal officer / TACTV.	Downtime will be considered as per the uptime report submitted by the bidder which will be generated basis the complaint logged by the customer with bodder. Customer and bidder can discuss the DT/UT report.	Based on both parties agreement In case of disagreement the logged complaint data output will prevail. Refer Corrigendum-1.
19	3.6 Minimum Guaranteed Uptime	28	Level I penalty: In the event of the uptime of the above mentioned links being below 99.5%, for every 0.05% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied. This calculation rate shall be applicable until 98%.	To be modified as Level I penalty: In the event of the uptime of the above mentioned links being below 99.5%, for every 0.1% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied. This calculation rate shall be applicable until 95%.	No change
20	3.6 Minimum Guaranteed Uptime	28	Level II penalty: If the uptime of the above mentioned links is below 98%, for every 0.1% drop in the uptime percentage, 0.75% of the quarterly bandwidth charges shall be levied. This calculation rate shall be applicable until 95%.	To be redefined as Level II penalty: If the uptime of the above mentioned links is below 95%, for every 0.1% drop in the uptime percentage, 0.75% of the quarterly bandwidth charges shall be levied. This calculation rate shall be applicable until 90%. The maximum penalty shall be capped to 5% of the yealry ARC value.	No change
21	3.6 Minimum Guaranteed Uptime	28	Level III Penalty : If the uptime percentage is below 95%, no payment for that link for that quarter.	Please remove this,no payment must not be applied in any of the case. Else please redefine as If the uptime percentage is below 90%, 75% payment for that link for that quarter.	No change
22	3.6 Minimum Guaranteed Uptime	28	In the event of any link being run at 100% penalty for any two quarters of a year, an additional 100% penalty will be levied on the quarterly charges for the second defaulting quarter.	Please remove this clause.	No change
23	General		Please define the testing and acceptance criteria.	Bidder will test the head end on tester for 24 hours and drop location will be plug and play by the customer and observe the performace for 48 hours and relase the acceptance/LOC for the delivered link from central location	DOC will be provided within a week

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24	General		Cables and patch cords	Bidder will provide the handoff at zero man hole point to customer, customer has to splice his fiber at ZMH point with the allocated pair of fiber. The customer will not be allowed to take the fiber inside the bidder DLC/MSU. At BTS locations maintained by third party will be customer responsibility to arrange the permission for the fiber extension.	This is not acceptable as TACTV will not be able to tap the switch from manhole. Arranging permission from BTS points is the responsibility of the vendor.
25	General		Central SPOC	Customer have to provide the central spoc at central locations for all project monthly/weekly discussion, follow ups and provide the link wise acceptance of delivered link within 24 to 48 hours.	TACTV will provide Single point of contact and DOC will be provided within a week.
26	General		Billing and payment clearance	All invoices must be submitted and cleared from the customer central location.	Bills will be cleared from TACTV head office
27	General		Permissions and access	All rights, permissions and access shall be provided TACTV and delivery timelines shall start only post such rights, permissions and access.	Permissions such as RoW is the responsibility of Vendor. TACTV will assist wherever required .