अण्डमान तथा निकोबार द्वीपसमूह समन्वित विकास निगम लिमिटेड
(सरकारी उपक्रम)

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ANIIDCO

ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LTD
(A Government undertaking)

Additional clarifications on revised RFP for undersea cable project.

Please find attached herewith replies of additional clarifications raised by bidders on the revised RFP for undersea cable project.

These clarifications supersedes the clarifications issued vide email dated 8th September 2012.

Also please note that the last date of submission of bid as per the revised RFP is 3.00 pm on 28th September 2012. The pre qualification bids will be opened at 3.30 pm on 28th September 2012 and date and time for opening of technical and financial bid will be intimated to the eligible bidders subsequently.

General Manager
ANIIDCO Ltd.
F. No. 1-898/ANIIDCO/2010-11/Vol-V/2566
Date: 13/09/2012

Additional clarifications raised by bidders on revised RFP for undersea cable project

M/s Tata Communication Limited

S. No.	Clause /Page no	Subject	Query	ANIIDCO's Clarification
1	4.3.1 - Page 20 bullet	During warranty period of five years, repair and maintenance cost for submerged equipment to be reimbursed on actual.	As per ANIIDCO latest clarification dated 7th September, reimbursement shall be only applicable for Force Majeure events defined in the RFP with respect to SLA point of view, where only dual cable cuts are considered as Force Majeure	Repair and maintenance charges for the wet part (undersea cable system) shall be as follows: • Cable cut due to trawler, fishing net, anchorage drop to be paid on actual basis to the cable maintenance agency on back to back basis both during warranty and post warranty period subject to certification by third party agency. • Cable damage due to design, manufacturing and installation defects for a period of five years from the date of acceptance of the undersea cable system shall be covered under warranty. • All other defects in wet part shall be covered under warranty for a period of five years. • The system has to be supported for next 10 years as per the clause 4.3.1.
2	7.3.16 7.13.2	Reps and Warranties pertaining to; - security compliances and other requirements of Information security policy of DOT (7.3.16 & 7.1.32)	(i) Security policy and template agreement would be defined and agreed with the successful bidder. (ii) Any specific requirements or changed regulations alongwith its interpretation shall be communicated by ANIIDCO to IA and any additional cost would be borne by ANIIDCO	The security policy shall be formulated based on mutual agreement with the successful bidder and no additional cost shall be paid. However, in case of any change in the guidelines/policy of the Govt., additional cost if any shall be paid by ANIIDCO to the successful bidder.

S. No.	Clause /Page no	Subject	Query	ANIIDCO's Clarification
3	7.21	Security arrangements for Information security Policy of DOT – Penalty on security breaches and non compliance of laws	(i) Penalty should be limited to any breach which is solely attributable to the vendor. (ii) Proven in the court of law. (iii) Representation rights should be given to the vendor to fight his case.	The penalty on security breaches and non compliance to applicable laws on the part of implementation agency shall be as per the contract. Further, implementation agency shall have right to represent its case alongwith ANIIDCO before the appropriate forum/authority.
4	7.27.1.3 & 7.28.7	ANIIDCO to use fiber for a period of 15 years after termination without additional payment	ANIIDCO to clarify that this clause is applicable for termination scenario after the system commission and acceptance. In such case how the IRU O&M component shall be payable to IA in case of termination.	All cost including O&M if any for fibre pair to be factored in the IRU charge in schedule C1.
5	7.28	Consequences of Termination	The cost of completed and accepted works needs to be paid for, in case of termination of contract during construction phase. These clauses are too broad and have wide financial exposure for us (ANIIDCO's right to offset losses). It will not be practically feasible for us to ensure that upon termination of contract the IA's sub implementation agency continues to perform all their respective obligations and responsibilities in an identical manner as may be proper and necessary to execute the Scope of Work under the contract.	Please refer clause 7.28.3
6	7.1.17	Definition of Undersea Cable System	Network diagram should be provided	Agreed to add network diagram as Annexure in the definition of undersea cable system.

M/s Bharti Airtel

Sl. No.	Query	ANIIDCO's Clarification
1	There has to be an overall cap on the liability of the service provider under the contract.	**A new sub-clause 7.32.2** shall be inserted as under: "Notwithstanding anything to the contrary under this contract, the bidder's aggregate liability in respect of claims for losses, damages or costs whether in contract or not (including negligence or breach at statutory duty) or otherwise arising out of or in connection with this contract will be limited to the total contract value (CAPEX +OPEX)".
2	Airtel informed that since they are not the software developer, they cannot provide the source code.	Source code will be applicable only in the case of special tool for NOC developed by the successful bidder to be provided at the expiry of the contract period or termination of the contract.
3	Notification for change of NLD license condition to be notified by ANIIDCO to the successful bidder.	As per the contract
4	During warranty period of five years repair and maintenance cost for submerged equipment to be reimbursed on actual.	Repair and maintenance charges for the wet part (undersea cable system) shall be as follows: • Cable cut due to trawler, fishing net, anchorage drop to be paid on actual basis to the cable maintenance agency on back to back basis both during warranty and post warranty period subject to certification by third party agency. • Cable damage due to design, manufacturing and installation defects for a period of five years from the date of acceptance of the undersea cable system shall be covered under warranty. • All other defects in wet part shall be covered under warranty for a period of five years. • The system has to be supported for next 10 years as per the clause 4.3.1.
5	Consortium criteria	As clarified in the first round of pre bid meeting issued on 30th December 2011, in case of consortium only prime bidder needs to be an Indian company.