



एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड  
विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों की संयुक्त उद्यम कंपनी  
**ENERGY EFFICIENCY SERVICES LIMITED**  
A JV of PSUs under the Ministry of Power

### Amendment No. 4

**Ref:** EESL/06/2021-22/IT/PRI & Toll free/212209043/Amdt-4

**Date:** 28/10/2021

**To,**  
**M/s .....**  
.....

**SUB: Amendment No.4** against RfP No. EESL/06/2021-22/IT/PRI & Toll free/212209043 Dated 02.09.2021 for Hiring of Agency for "PRI and Toll Free for Call Centre of EESL".

#### **References:**

1. NIT/Bid Document No. EESL/06/2021-22/IT/PRI & Toll free/212209043 Dated 02.09.2021, E-tender Id: - 1830.
2. Amendment No.1 dated 23.09.2021
3. Amendment No.2 dated 08.10.2021
4. Amendment No.3 dated 26.10.2021

**Dear Sir/Madam,**

The following Amendments(s) to above mentioned RfP are hereby authorized: -

1. Detailed Amendments and clarifications are attached herewith as Annexure – Z

All other terms and conditions of subject tender remain unchanged for now.

Thanking You,

For and on behalf of EESL

  
  
**Neeraj Puri**  
Dy. Manager (SCM)  


पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,  
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003  
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**REGISTERED OFFICE:** NFL Building, 5<sup>th</sup> & 6<sup>th</sup> Floor,  
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Annexure-Z				
RIP/Tender No: EESL/06/2021-22/IT/PRI & Toll free/212209043 Dated: 02.09.2021. (E-tender ID - 1830)				
Name of Work: Hiring of Agency for "PRI and Toll Free for Call Centre of EESL".				
Sr.No.	Section No. Page No Para No / Clause No	Description as Per RFP	Queries / Clarification of the bidder	Clarified as / Amended as / Incorporated as
1	Qualification Criteria 109 2	The bidder should be in existence from at least last three (03) financial years (FY, 2017-18, 2018-19, 2019-20)	Kindly change the criteria and include latest FY i.e. FY 2020-21. Suggested Clause is: "The bidder should be in existence from at least last three (03) financial years (FY 2018-19, 2019-20 and 2020-21)"	The bidder should be in existence from at least last three (03) financial years (FY, 2018-19, 2019-20, 2020-21)
2	Qualification Criteria 109 3	Bidder should have successfully executed 'similar work' in the last 3 years (FY, 2017-18, 2018-19, 2019-20) in Government department/PSU/ i) Single work order of Rs.44,80,000/- OR ii) Two work orders each of Rs.28,00,000/- OR iii) Three work orders each of Rs.22,40,000/- Similar Work Means "PRI and Toll Free" services	We would like to highlight that the price of PRI and Toll Free Orders are not so much high. And every order of PRI doesn't necessary include Toll Free as well as few PRI may be SIP also. If you want to retain such value kindly change the definition of similar work and include more options like Internet Lease line (ILL). Also, kindly include latest year as well. Or, you may include the option of number of SIP/ PRI Channels. Suggested Clause is: "Bidder should have successfully executed 'similar work' in the last 3 years (FY, 2018-19, 2019-20 and 2020-21) in Government department/PSU/ i) Single work order of Rs.44,80,000/- or 100 Channels of SIP/ PRI OR ii) Two work orders each of Rs.28,00,000/- or 60 Channels of SIP/ PRI OR iii) Three work orders each of Rs.22,40,000/- or 30 Channels of SIP/ PRI Similar Work Means "PRI / SIP with or without Toll Free" or "Internet Lease Line" services"	No Change
3	Qualification Criteria 109 4	Bidders should have an average Annual Turnover (ATO) of Rs.16.80 Lakh for immediately preceding last three financial years. (2017-2018, 2018-2019, and 2019-2020).	Kindly change the criteria and include latest FY i.e. FY 2020-21. Also inline with above criteria turnover should be much higher. Suggested Clause is: "Bidders should have an average Annual Turnover (ATO) of Rs.100 Crore for immediately preceding last three financial years. ( 2018-2019, 2019-2020 and 2020-2021)."	Bidders should have an average Annual Turnover (ATO) of Rs.16.80 Lakh in following 3 consecutive financial years. Financial statements of consecutive FYs of either FY 2017-18, 2018-19 and 2019-20 shall be provided or FY 2018-19, 2019-20 and 2020-21 shall be provided.
4	Qualification Criteria 110 5	The bidder should be profitable (net profit) in any of the two previous financial years out of last three completed financial years (2018- 2019, and 2019-2020).	Kindly change the criteria and include latest FY i.e. FY 2020-21. Suggested Clause is: "The bidder should be profitable (net profit) in any of the two previous financial years out of last three completed financial years (2019-2020 and 2020-2021)"	The bidder should be profitable (net profit) in any of the two previous financial years out of the following 3 consecutive financial years. Financial statements of consecutive FYs of either FY 2017-18, 2018-19 and 2019-20 shall be provided or FY 2018-19, 2019-20 and 2020-21 shall be provided.
5	Qualification Criteria 110 6	The net worth of the bidder in immediate last financial year (2019-20) should not be less than 100% of paid up share capital Net worth of Proprietor/ partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years.	Kindly remove this criteria	The net worth of the bidder in immediate last financial year (2019-20) should not be less than 100% of paid up share capital Net worth of Proprietor/ partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years. Financial statements of consecutive FYs of either FY 2017-18, 2018-19 and 2019-20 shall be provided or FY 2018-19, 2019-20 and 2020-21 shall be provided. In case FY 2018-19, 2019-20 and 2020-21 are provided network will be considered for FY 2020-21 in place of FY 2019-20.
6	Scope of work 111 Point 1	SIP and toll free should be configured by the vendor.	The local access media for delivery of SIP can be wireless or fibre basis site feasibility. Please confirm.	No Change
7	Scope of work 111 Point 1	SIP and toll free should be configured by the vendor.	Please confirm if two separate toll free numbers are required for Hubli and Udaipur? Or only one toll free number is required and termination of SIP channels at Hubli and Udaipur is to happen on the single toll free number allotted?	EESL required one toll free and both PRI will be mapped with single toll free number.
8	Scope of work 111 Point 1	SIP and toll free should be configured by the vendor.	Please confirm if SIP channels are required for incoming call termination on toll free number only or outgoing call facility is also expected on SIP?	SIP channels are required for incoming and outgoing both.
9	Scope of work 111 Point 4	The bidder shall be responsible for providing support to EESL/ Call Center technical team for complete implementation of the SIP and Toll-Free solution, including the necessary changes/configurations & customizations etc.	Bidder ISP will provision the SIP trunk at each location and enable toll free. Any additional configuration required at customer call centre equipment / IPBX will be in customer scope. Please confirm.	No Change
10	Scope of work 111 Point 7	Logging and Report Generation: The Service should be capable of producing audit trails for all the call logs. It should log all the activities pertaining to the use of service. The Software Service provider should also provide a User Interface	Please brief on the call log requirement and what details are expected. Is CDR required for all calls terminating on SIP trunk at each location? Any additional requirement?	No Change
11	Scope of work 111 Point 8	The solution would be managed centrally using a web-based console that allows system monitoring, software updates, client configuration, and event reporting. The central site administrator should have the ability to manage the software at all levels of the network and have the ability to remotely deploy product updates and modifications	For toll free, self care portal will be provided to customer on which customer can configure and enable termination numbers, enable call routing (area/ time/load/ combination based), Blacklist / whitelist numbers, and call barring facility. Please confirm if this is okay.	No Change
12	Scope of work 111 Point 10	IVR should be configurable over toll free. Manual configuration desirable in IVR options according to the business need.	Bidder ISP will provide SIP channels and toll free only. IVR configuration and enablement will need to be done by customer at his IPBX / Contact Centre equipment. Please confirm if this is okay.	No change
13	Annexure D 118 and 119 C.3 and C.4	Call Rate (₹ per Pulse) (Duration 60 Second)	Request customer to please modify pulse to "per second" from "duration 60 seconds"	If a bidder has per second plan, then bidder can fill the amount according to 60 second.
14	Section 2-Instruction to the Bidder 23 2.13 (c)	2.13 Conflict of Interest c) It (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract, or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.	Given the organizational size of the Bidder, this clause cannot be practically complied. Request limiting the applicability to key personnel of the Bidder involved in this bidding process	No Change
15	Section 2-Instruction to the Bidder 23 2.14	Disclaimer EESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of EESL and/or any of its officers, employees.	Request deletion. We do not agree to Customer disclaiming all its liabilities.	No Change
16	Section 2-Instruction to the Bidder 24 2.18, 2.19	2.18 Inspection / Checking / Testing 2.19 Removal of Rejected Goods and Replacement	Request deletion, clauses relates to testing and rejection of manufacturing of equipment and material. Not applicable for connectivity services.  In connectivity services contract, the services will be performed in accordance with the SLA agreed between the parties.	No Change
17	Section 2-Instruction to the Bidder 24 2.2	EESL and/or its authorized representative shall be provided access to bidder and/or his sub-bidder's premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work, if it is felt by EESL.	Access to Bidder's premises for inspection / checking not applicable and Not acceptable. Request deletion.	No Change



Signature :-  
Subject : CN=NEERAJ PAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MAN  
AGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : neeraj.pal  
Serial No : 13426D7  
PS : p.kumar(Prasant Kumar)  
Date : 28-10-2021

## Name of Work: Hiring of Agency for "PRI and Toll Free for Call Centre of EESL".

Sr.No.	Section No.	Description as Per RFP	Queries/ Clarification of the bidder	Clarified as/ Amended as/ Incorporated as
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Para No / Clause No				
18	Section 2:Instruction to the Bidder 25 2.25	Patent indemnity	Not applicable as this a connectivity services. The tender is not for supply or manufacture of goods or deliverables. Request deletion.	No Change
19	Section 2:Instruction to the Bidder 25 2.26	Force Majeure Bidder shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot. Only those causes which have duration of more than 7 days shall be considered cause of force/ calendar majeure. A notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the bidder to EESL by registered/speed post letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of EESL, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of EESL. In the event of such cancellation, the bidder shall refund any amount advanced or paid to the bidder by EESL and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser	Force Majeure should not be an event for termination. Refund of money, buy back of material not applicable. Request modification.	No Change
20	Section 2:Instruction to the Bidder 25 2.27	Limitation of liability Except in cases of criminal negligence or willful misconduct, the Implementing Partner shall not be liable to the EESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to the EESL and the aggregate liability of the Implementing Partner to the EESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify the EESL with respect to patent infringement or as specified in SCC.	Request the following 3 modification: i) Bidder shall not be liable for any indirect, consequential damages. The exclusion of LD from this is not agreed. ii) the aggregate liability of the Bidder shall be capped to the annual contract price. iii) The exclusion of indemnity for patent infringement from the limitation of liability is not agreed.	No Change
21	Section 2:Instruction to the Bidder 25 2.28	Compliance certificate		No Change
22	Section 2:Instruction to the Bidder 27 4.6	4.6. Acceptance of Important Condition No deviation, whatsoever, is permitted by the EESL to the provisions relating to the following clauses (Important Conditions). Party is to submit the following as attachment 4 in envelope 1:  Governing Laws - Clause 7 of ITB Settlement of Disputes - Clause 17 of ITB Terms of payment - Clause 1.0 of SCC  Performance Security - Clause 5.9 of ITB Taxes and Duties - Clause 8 of ITB Completion Time Guarantee - Clause 9 of ITB Defects Liability - Clause 10 of ITB  Functional Guarantee - Clause 11 of ITB  Patent Indemnity - Clause 2.25 of ITB  Limitations of Liability - Clause 2.27 of ITB  Statutory Compliance/ Certification regarding - Clause 2.28 of ITB Cyber Security Products	Some of the clauses stated in this list are not applicable for connectivity services contract, like defects liability, Functional Guarantee, Patent Liability etc. Request modification.	No Change
23	Section 2:Instruction to the Bidder 31 5.4	5.4. Additions / Alterations / Modifications EESL reserves the right to make minor additions/alterations/modifications to the quantity of the items to the extent of +/- 20% in the Letter of Award. The bidder shall supply such quantities also at the same rate as originally agreed to and incorporated in the Letter of Award. However EESL may increase this quantity, if required.	Any alteration/ modification shall be subject the technical and commercial feasibility of the Bidder.	No Change
24	Section 2:Instruction to the Bidder 32 5.7	5.7. Cancellation EESL reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if: • The bidder fails to comply with any of the terms of the order.	Request customer to provide Bidder 90 days cure period for any breach or default. If the Bidder fails to rectify the breach within the 90 days cure period, the order can be cancelled	No Change
25	Section 2:Instruction to the Bidder 33 5.11	Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost, terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison	Request deletion. This is a connectivity service contract, not contract for supply of products.	No Change
26	Section 2:Instruction to the Bidder 33 6 (2nd para)	Alternatively, EESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by EESL due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/EMD/BG etc.	Request deletion. Not acceptable. This is a connectivity service contract. Not contract for supply of material.	No Change
27	Section 2:Instruction to the Bidder 35 10	Defect Liability	Not applicable for connectivity services. Request deletion.	No Change
28	Section 2:Instruction to the Bidder 36 11	Functional guarantees	Not applicable. Services will as per SLA agreed.	No Change
29	Section 2:Instruction to the Bidder 36 12	Inspection and Test	The clause is about inspection of goods. Not applicable for connectivity services. Request deletion.	No Change
30	Section 2:Instruction to the Bidder 37 14	14.0 Transportation, Demurrage Wharfage, Etc.	Not applicable for connectivity services. Request deletion.	No Change
31	Section 2:Instruction to the Bidder 37 15	15.0 Warranty	Warranty clause is not applicable for Connectivity service contract. The Bidder shall be liable for operation and maintenance of the services in accordance with the SLA agreed for the entire duration of the contract.	No Change
32	Section 2:Instruction to the Bidder 38 16	Termination for Default 16.0. Termination for Default  16.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part: 16.2 If the Contractor fails to deliver any or all of the Goods and complete the Work within the period(s) specified in the Contractor within any extension thereof granted by the Employer pursuant to GCC Clause 20; or 16.3 If the Contractor fails to perform any other obligation(s)/duties under the Contract.	Request customer to provide Bidder 90 days cure period for any breach or default. If the Bidder fails to rectify the breach within the 90 days cure period, the respective link can be terminated.	No Change



Signature :-  
Subject : CN=NEERAJ PAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : neeraj.pal  
Serial No : 13426D7  
PB : p.kumar(Prasant Kumar)  
Date : 28-10-2021

Name of Work: Hiring of Agency for "PRI and Toll Free for Call Centre of EESL".

Sr.No.	Section No.	Description as Per RFP	Queries / Clarification of the bidder	Clarified as/ Amended as/ Incorporated as
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33	Section 2:Instruction to the Bidder 38 16.5	16.5 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Employer for any excess costs for such similar Goods or Services. However, the Contractor shall continue the performance of the Contract to the extent not terminated.	Risk purchase not acceptable. Request deletion.	No Change
34	Section 2:Instruction to the Bidder 0 20.4	20.4 STAFFING	Not applicable. No personnel will be deployed.	No Change
35	Section 2:Instruction to the Bidder 42 24.1	Termination for convenience 24.1 The Employer may fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimized. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to the Employer. In case of termination Force majeure shall apply mutatis mutandis.	As the Bidder has to undertake substantial investment for the provision of the Services, termination or suspension for convenience is not accepted.	No Change
36	Section 2:Instruction to the Bidder 42 24.2	Termination for default 24.2 If the Consultant fails to meet its contractual obligations without sufficient reason, in accordance with the Contract; or on time, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance defect within a period of 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Contract by written notice.	Request customer to provide Bidder 90 days cure period for any breach or default. If the Bidder fails to rectify the breach within the 90 days cure period, the respective link can be terminated.	No Change
37	GCC, Section 3 57 7	7. Scope of Facilities	Not applicable for connectivity services. The clauses is in relation to Plants, equipments, machinery and ancillary services.	No Change
38	GCC, Section 3 66 16.3	16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which	Request addition of the following exclusion to confidentiality: Any information required to be disclosed pursuant to any regulatory, or legal requirement.	No Change
39	GCC, Section 3 E - 17 to 25	E. Work Execution 17. Representatives 14 18. Work Program 15 19. Subcontracting 20. Design and Engineering 21. Procurement 22. Installation 23. Test and Inspection 24. Completion of the facilities 25. Commissioning, Guarantee Test and Operational Acceptance	Entire section E is Not applicable for connectivity services. The clauses is in relation to Plants, equipment, machinery and ancillary services.	No Change
40	GCC, Section 3 82 27, 29	27. Defect Liability 28. Functional Guarantees	Not applicable for connectivity services. Request deletion.	No Change
41	GCC, Section 3 85 29	29. Patent Indemnity	Not applicable as this a connectivity services. The tender is not for supply or manufacture of goods or deliverables. Request deletion.	No Change
42	GCC, Section 3 30	30. Limitation of Liability 30.1 Except in cases of criminal negligence or willful misconduct, (a) the Implementing Partner shall not be liable to the EESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to the EESL, and (b) the aggregate liability of the Implementing Partner to the EESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify the EESL with respect to patent infringement or as specified in SCC.	Request the following 3 modification: i) Bidder shall not be liable for any indirect, consequential damages. The exclusion of LD from this is not agreed. ii) The aggregate liability of the Bidder shall be capped to the annual contract price. iii) The exclusion of indemnity for patent infringement from the limitation of liability is not agreed.	No Change
43	GCC, Section 3 86 31, 32	31. Transfer of Ownership 32. Care of Facilities	Not applicable for connectivity services. Request deletion.	No Change
44	GCC, Section 3 89 34	34 Insurance		No Change
45	GCC, Section 3 95 39	39.1 Changes in the Facilities	Any changes shall be subject to mutual agreement between the parties	No Change
46	GCC, Section 3 97 41	41 Suspension	Request deletion. Not applicable for connectivity services.	No Change
47	GCC, Section 3 98 42	42.1 Termination for EESL's Convenience 42.1.1 The EESL may at any time terminate the Contract for any reason by giving the Implementing Partner a notice of termination that refers to this GCC Sub-Clause 42.1.	As the Bidder has to undertake substantial investment for the provision of the Services, termination or suspension for convenience is not accepted. If contract is terminated for convenience by Customer, "Exit Charges" equal to the sum of the non expired term as agreed in the Commercial Form shall be payable by the Customer.	No Change
48	GCC, Section 3 100 42.2.2	42.2.2 If the Implementing Partner (a) has abandoned or repudiated the Contract (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the EESL to proceed (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to the EESL, that the Implementing Partner can attain Completion of the Facilities by the Time for Completion as extended then the EESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Implementing Partner stating the nature of the default and requiring the Implementing Partner to remedy the same. If the Implementing Partner fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the EESL may terminate the Contract forthwith by giving a notice of termination to the Implementing Partner that refers to this GCC Sub-Clause 42.2.	Request customer to provide Bidder 90 days cure period for any breach or default. If the Bidder fails to rectify the breach within the 90 days cure period, the order can be cancelled	No Change



Signature :-  
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## Name of Work: Hiring of Agency for "PRI and Toll Free for Call Centre of EESL".

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49	GCC, Section 3	42.2.4 The EESL may enter upon the Site, expect the Implementing Partner, and complete the Facilities itself or by employing any third party. The EESL may, to the exclusion of any right of the Implementing Partner over the same, take over and use with the payment of a fair rental rate to the Implementing Partner, with all the maintenance costs to the account of the EESL and with an indemnification by the EESL for all liability including damage or injury to persons arising out of the EESL's use of such equipment, any Implementing Partner's Equipment owned by the Implementing Partner and on the Site in connection with the Facilities for such reasonable period as the EESL considers expedient for the supply and installation of the Facilities.	Request deletion. Not applicable for connectivity services. Telecom services cannot be operated in the manner specified here.	No Change
50	GCC, Section 3	43. Assignment 43.1 The Implementing Partner shall not, without the express prior written consent of the EESL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Implementing Partner shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract	Clause to be mutual. Neither party can assign without the prior consent of the other.	No Change
51	Section 4 - Technical & Special Conditions of Contract  113	Service level Agreement, Penalty Charges	Request customer to include the following exclusion from calculation of downtime: Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder: ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel. v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance. x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Bidder xii. Force Majeure Events, xiii. Customer scheduled maintenance.	<b>For point ii - As a customer the point from which EESL has taken the handover of the link, will come under EESL purview. Add one more point if the bidder violate the SLA three times in a month, EESL has the right to terminate the contract.</b>
52	Section 4 - Technical & Special Conditions of Contract  115	➤ Adjudicator: Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (EESL). If the bidder does not accept the Adjudicator proposed by EESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the EESL and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified	Appointing Authority for appointing Adjudicator shall be constituted of representative of both the parties.	No Change
53		Additional Clause proposed by Bidder	1.The Provision of services by the Bidder and use of the same by the Customer will be as per T&C of the unified license - in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	<b>Not acceptable</b>
54		6-Liquidated Damages	We request EESL provide a cure period to rectify the delay in installation before levying of liquidated damages. Additionally, request EESL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	No Change
55		12- Inspection and Tests	We request EESL to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning	No Change
56		Termination For Default	1. Any conditions regarding termination of contract for convenience? 2. In case of termination of contract by EESL without cause or for convenience, EESL shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider for terminating the contract for reasons other than mentioned in the RFP. 3. Under what conditions will the Contractor be able to terminate the contract from their end?	No Change
57		Payment Terms	In absence of payment as per agreed timelines by EESL, Bidder shall have right to suspend the services along with levy of penal charges.	No Change
58			If CPE services are within our scope, we request EESL to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence EESL will receive separate invoices	No Change
59	Attachment-12 (page no 138)	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT	Kindly remove the requirement of percentage to be defined and just class the class of supplier i.e. Class - I or Class - II local supplier. As its difficult to define the proper percentage.	No Change

