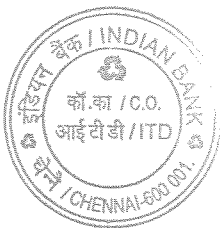


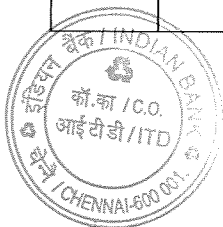
RFP Ref: CO:ITD:CNW:367/R1:2019-20 dated 27.08.2019 for "VSAT Connectivity Services to Branches and ATMs under OPEX model"

**Clarifications:**

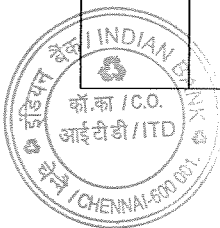
S No.	Clause in RFP	Page No	Clause as per RFP	Query/changes requested	Clarification from Bank
1	DELIVERABLES FROM THE BIDDERS (Section-II:3-i)	6	The VSAT connectivity, as per the specifications / requirements should be supplied, installed and commissioned at the sites specified by the Bank, as per the delivery terms mentioned in the bid. In case any equipment is found faulty during the period of contract, the same should be replaced with standby / replacement equipment within the maximum period specified for problem resolution	<p>Requesting you to change the clause as All network equipments delivered at site for the connectivity should be kept under safe custody for the customer, the NW equipments should not be misplaced or damaged. In case of any device found lost or damaged than customer has to bear the cost for lost/damaged as well as new device.</p> <p>As discussed during pre-bid it is very difficult for any bidder to cost the spare requirement for force majeure cases / Mishandling/physical damage of the equipment during the Bid submission. Bank assured to relook at this clause and to provide approval to replace under chargeable spare category agreed with the successful Bidder. As bank is aware of difficulties in providing FIR copy from remote branches and claim associated to that. We are agreeing to replace within 10days of the bank approval as required by the bank subject the readiness and access to the branch/ATM.</p> <p>Request Bank to kindly amend this clause and oblige.</p>	Please refer amendment no.1



2	DELIVERABLES FROM THE BIDDERS- Service requirements (Section-II:3-b-ii)	8	The successful Bidder(s) shall ensure the network such that round trip latency between Bank's DC / DR site and remote VSAT site doesn't increase beyond 650 ms at any point of time under no load condition for the VSATs of 256 Kbps bandwidth and above. For the VSATs below 256 Kbps bandwidth, round trip latency should not increase beyond 800ms at any point of time under no load condition.	<p>We request to Bank to make it uniform of average 800ms under no load for all sites.</p> <p>Request you to get latency changed to 800ms under no load condition.</p> <p>As you know the latency parameter under no load condition should be same for any size of bandwidth which is 800MS. We request Bank to make it uniform of 800 MS as Latency, and there is no dependency on Bandwidth configuration at the remote site</p>	Please refer amendment no.2
3	DELIVERABLES FROM THE BIDDERS- Service requirements (Section-II:3-b-iii)	8	Backhaul connectivity with 100 Mbps MPLS bandwidth (highest class of service of the service provider (1:1) - 100% bandwidth should be available) should be provided between VSAT Hub site and Bank's Data Center and DR Site.	<p>Request customer to induce clause that "If the bidder is having existing MPLS connectivity with Bank, the bidder can upgrade the Backhaul connectivity and connect on existing MPLS VRF"</p> <p>Bidder shall provision adequate Backhaul Bandwidth from bidder Hub to Bank DC/DR in place of pre fixed minimum 100 Mb.</p>	<p>a) Existing MPLS connectivity for leased line network should not be used for VSAT.</p> <p>b) It is clarified that bidder should provision the MPLS link with bandwidth of 100 Mbps or for the bandwidth equal to sum of VSAT bandwidth ordered in first order, whichever is lower and upgrade the link as per the terms of RFP.</p>



4	PAYMENT AND DELIVERY TERMS- New Installation (Section-II:4-i)	10	If the VSAT connectivity is not established within 8 weeks from the date of delivery instruction, penalty at a rate of Rs.1000/- per day will be deducted from the total monthly payments in the month in which the first time payment for that site is made. Maximum penalty applicable per site is Rs.15,000/-.	<p>We wish to bring this to Bank notice that Rs. 1000 per day is too high. Per day penalty is almost 90% of monthly VSAT rental fee (Considering the latest 600 Qty RFP rental charges). Request Bank to kindly relook into this and revise the penalty charges to Rs. 200 per week and maximum penalty cap to 100% of Quarterly Rental charges of the affected site. Current Cap is very very high when you consider any rental contracts. Pls do the needful and oblige</p> <p>As discussed during pre-bid it is very difficult for any bidder to complete the bulk Qty of 500+ VSATs Installations within 8 Weeks as Bank is aware that all sites are existing operation sites and ready for new VSAT deployment. Hence request Bank to provide Installation time line of 14-16 Weeks from the date of Delivery instruction or Signing of the contract whichever is later.</p>	Please adhere to the terms and conditions of RFP.
5	TERMINATION FOR DEFAULT (Section-IV:5-5.1)	23	The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part: a. if the Successful bidder(s) fails to deliver any or all of the	We request Bank to provide 30Days cure period before going ahead with the termination of the contract under this clause. As you aware all contract will have cure period of minimum 30days before termination. Kindly oblige.	Please refer amendment no.3.

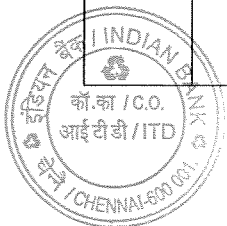


			<p>deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or</p> <p>b. if the Successful bidder(s) fails to perform any other obligation(s) under the Contract.</p> <p>c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	
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**Date: 07/12/2019**

6	TERMINATION FOR CONVENIENCE (Section-IV:12)	26	<p>12.1.Either Parties, by 180 days written notice, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>12.2.The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder 's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect :</p> <p>a.to have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>b.To cancel the remainder and pay to the Successful bidder an agreed amount</p>	<p>We thank you Bank for accepting the foreclosure charges for balance rental period upon termination of the contract. We assume that Bank will pay this in lumpsum on the effective date of termination for the balance period for all sites. <b>Pls confirm.</b></p> <p>Also, Bank has not considered to pay Bandwidth charges for the balance period. As you aware all VSAT service providers buy bulk bandwidth from ISRO basis on the need and forecast from various segments and opportunities. We pay ISRO in advance and commit major bandwidth at the beginning of the contract. Looking at the number of sites and Bandwidth requirement we have to arrange infrastructure and resources. If bank terminates the contract before expiry of the contract, then Bidder has to incur huge losses on the resources made available to the bank</p> <p>We request Bank to kindly look into this and accept to make 50% of balance period amounts in lump sum towards foreclosure charges for Bandwidth services.</p> <p>If the termination is only by the Bank for the reasons attributable to Bank, Bank may Shall pay the amount for hardware rental charges related to the residual period of the contract, from the effective date of termination; Bandwidth charges cannot be paid.</p>	Please refer amendment no.4
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			<p>for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder.</p> <p>12.3. If the termination is only by the Bank for the reasons attributable to Bank, Bank may pay the amount for hardware rental charges related to the residual period of the contract, from the effective date of termination; Bandwidth charges cannot be paid.</p>		
7	Additional clause	NA	Deemed Installation	Bidder should be allowed to claim the deemed rental charges post 30 days of the delivery of the equipment at site for the sites where Bidder is not able to commission the VSAT for the reason attributed to the Bank. Ex: Landlord issue, site under construction, Power/UPS availability etc. We are requesting this because rental contract is fixed for 5years and Bidder can recover the amount over the contract period. Bandwidth Payment can be made only post commissioning of the VSAT.	Please adhere to the terms and conditions of RFP.
8	Additional clause	NA	NA	Also as we suggested and discussed you may relook on the Bandwidth requirement from per site to Pool Bandwidth for better control and advantage for the Bank	Please adhere to the terms and conditions of RFP.

