



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, P.O.-Khandagiri, Bhubaneswar

RFP Ref. No. OGB/RFP/ITD/NETWORK/002/16-17, Amendment_1 Date: 21-12-2016

AMENDMENT_1: REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH

Below is the result of Point of Discussion during Pre-Bid Meeting dated 14-12-2016 and Amendments to the RFP Ref. No. OGB/RFP/ITD/NETWORK/002/16-17 Dated: 05-12-2016

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1	5	1.3. BRIEF DESCRIPTION OF THE REQUIREMENTS:	5 years Bandwidth Charges for pool bandwidth of 128Kbps for new pooled bandwidth or else 5 year Bandwidth charges for upgraded pooled bandwidth of existing bandwidth to 192Kbps.	Please explain if the bandwidth charges for both the options will be same? How will a new vendor upgrade the existing sites?	5 years Bandwidth Charges for pooled Bandwidth of 128Kbps. If required, Bidder may provide redundant backhaul connectivity to Bank's DC and DR along with cross connects at both DC and DR. Such link should be terminated at the designated port of Bank's routers at DC and DR. Bidder may quote the cost of backhaul charges, recurring cost of router port at VSAT HUB, and cross connect charges as separate line item along with commercial bid. The cost of said line items will not be considered for selection of L1 bid, however, if more than one bidder quote the cost of Backhaul, then Bank reserve rights to use the cost of backhaul and its components for comparison between these bids.
2	5	1.4. ELIGIBILITY CRITERIA: 3	Certificate from chartered accountant for last 3 financial year as documentary evidence should be attached along with the technical bids.	Request you to accept audited Balance sheets	No Amendment
3	6	1.4. ELIGIBILITY CRITERIA: 5	Experience on VPN: The Bidder should be in the business of VSAT VPN network for the past 3 years. The Bidder should be capable of providing VSAT VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN or VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). The bidder should be a company registered in India and doing business in India with applicable ISO/TL certification.	Request you to replace VPN by VSAT as this is a VSAT RFP. The eligibility and other criteria has to be met by VSAT service providers.	Experience on VPN: The Bidder should be in the business of VSAT network for the past 3 years. The Bidder should be capable of providing VSAT network with any-to-any connectivity and the Quality of Service (QoS). The Bidder should be capable of building VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). The bidder should be a company registered in India and doing business in India with applicable ISO/TL certification.

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4	6	1.4. ELIGIBILITY CRITERIA: 6	Experience with Public Sector: Bidder should have implemented similar VSAT-VPN project of at least 200+ sites with a minimum of 3 organization and out of which one should be of public/ private sector bank /Insurance companies with a minimum of 200 circuits	Request you to replace VPN by VSAT as this is a VSAT RFP. The eligibility and other criteria has to be met by VSAT service providers.	Experience with Public Sector: Bidder should have implemented similar VSAT project of at least 200+ sites with a minimum of 3 organization and out of which one should be of public/ private sector bank /Insurance companies with a minimum of 200 circuits
5	6	1.4. ELIGIBILITY CRITERIA: 7	ISO/TL Certificate: The Bidder should have required level of ISO/TL certification related to Network Services and Customer services. (Copy of relevant ISO certificate need to be produced along with the Technical bid.)	Request you to delete this clause as this is not relevant for VSAT players. Is ISO 27001 acceptable?	No Amendment
6	6	1.4. ELIGIBILITY CRITERIA: 8	Bidder should have minimum 100 POPs with necessary network equipment across country operational as on date or minimum of 4 VPN HUBs at different geographical seismic zone in India.	Request you to delete this clause	This clause has been deleted as it is not necessary with in scope of this RFP.
7	6	1.4. ELIGIBILITY CRITERIA: 9	The bidder should undertake to provide connectivity for all the existing and future locations as requested by the bank across the country.	Request bank to provide list of all locations	The bidder should undertake to provide connectivity for all the existing and future feasible locations as requested by the bank across the country.
8	6	1.4. ELIGIBILITY CRITERIA: 10	Security Certificate: All wireless connectivity must be certified for security by a reputed organization. Bidder need to produce the security certificate along with technical bid.	Please elaborate on the certificate required	Security Certificate: All wireless connectivity should be certified for security by a reputed organization. Bidder need to produce the security certificate or a declaration for wireless security, along with technical bid.
9	6	1.4. ELIGIBILITY CRITERIA: 11	Support Base: Bidder should have Service support centers managed by own staff/Managed service Providers in at least all District headquarters in 13 district of Odisha viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, Kendrapada. The list of support centers containing Office Address, Telephone nos., contact person etc. shall be submitted.	We have POP across the country. None of the POP is more than 200 km away from sites. This may please be changed to a lower number.	Support Base: Bidder should have Service support centers or service area managed by own staff/ sub contracted Managed service Providers in at least all District headquarters in 13 district of Odisha viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada. The list of support centers or service single point of contact containing Office Address, Telephone nos., contact person etc. shall be submitted.
10	8	1.5 Scope of Work	4. An uptime of 99.5% for each connection shall be provided by the vendor. Any down time due to disturbances due to Monkey will attract penalty in case the restoration time per site exceeds the allowed MTTR	Please clarify that the Bank will buy Monkey Protector for each site.	4. An uptime of 99% for each connection shall be provided by the vendor. Any down time due to disturbances due to Monkey will attract penalty in case the restoration time per site exceeds the allowed MTTR
11	7	17. Managed Services and Remote NOC:	Such NOC should be managed by a minimum of 50 certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid).	Suggested Change: Such NOC should be managed by a minimum of 5 certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid).	Such NOC should be managed by certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid).
12	7	17. Managed Services and Remote NOC:	The NOC should possess ISO/ITIL/TL compliant certification.	Please confirm if ISO 27001 would suffice the purpose.	No Amendment

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13	9	1.5. SCOPE OF THE WORK: 8	The Bank will provide necessary power for the equipment to be deployed by the bidder. Bank shall have no responsibility for any damage to the equipment on account of voltage fluctuation,	Since Bank is providing power, voltage fluctuations should be Bank's responsibility. It is not possible take insurance for the assets belonging to Bank. Bank to take adequate insurance for the same.	The Bank will provide necessary UPS power for the equipment to be deployed by the bidder. Bank shall have no responsibility for any damage to the equipment on account of voltage fluctuation, if the Bank person finds the voltage fluctuation is within the acceptable limit of device installed.																																		
14	9	1.5. SCOPE OF THE WORK: 10	10) The bidder shall install necessary equipment and provide connectivity and commission them within four to five weeks as per the locations, from the date of delivery instructions for the same.	Request you to provide 10 weeks for delivery and installation.	10) The bidder shall install necessary equipment and provide connectivity and commission them within 10 weeks as per the locations, from the date of delivery instructions for the same.																																		
	12		Delivery of VSAT Hardware at locations listed in Purchase Order Within eight weeks of date of release of Purchase Order		Delivery and installation of VSAT Hardware at locations listed in Purchase Order Within 10 weeks of date of release of Purchase Order																																		
15	9	1.5. SCOPE OF THE WORK: 11	11) Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 2 hours of receipt of complaint.	Request 8 hours of resolution time from the date of logging a complaint.	11) Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 8 hours of receipt of complaint. Complaint shall be lodged over telephone, fax, email, portal etc. with the designated Officials of the bidder. (Bidder to provide the call registration and escalation matrix).																																		
16	11	1.6. TIME FRAME FOR COMMISSIONING OF LINKS:	Shifting of VSAT Within 48 hours of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement.	<u>Contradictory Clause:</u> <u>Page 13, 1.7. PENALTY CLAUSES AND SLA SPECIFICATIONS:</u> Whenever locations are shifted to new premises, the links have to be shifted within a period of two weeks from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later.	Shifting of VSAT Within 10 days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement.																																		
	13	1.7PENALTY CLAUSES AND SLA SPECIFICATIONS:	Whenever locations are shifted to new premises, the links have to be shifted within a period of two weeks from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later.		Whenever locations are shifted to new premises, the links have to be shifted within a period of 10 days from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later.																																		
17	12	1.7. PENALTY CLAUSES AND SLA SPECIFICATIONS:	<table border="0"> <tr> <td>Delay in Weeks</td> <td>Penalty(% of Quarterly cost ARC for the link)</td> </tr> <tr> <td>1</td> <td>5%</td> </tr> <tr> <td>2</td> <td>10%</td> </tr> <tr> <td>3</td> <td>15%</td> </tr> <tr> <td>4</td> <td>20%</td> </tr> <tr> <td>5</td> <td>25%</td> </tr> <tr> <td>6</td> <td>30%</td> </tr> <tr> <td>7 and above</td> <td>50%</td> </tr> </table>	Delay in Weeks	Penalty(% of Quarterly cost ARC for the link)	1	5%	2	10%	3	15%	4	20%	5	25%	6	30%	7 and above	50%	<p>The penalties should be 0.5% per week or part thereof of the value of effected hardware cost and capped at 10%.</p> <ul style="list-style-type: none"> The penalty is too High. It is not clear if it is for hardware too as the calculation is based on quarterly Annual Recurring Cost. The LD should not exceed 10% of monthly recurring. 	<table border="0"> <tr> <td>Delay in Weeks</td> <td>Penalty(% of Hardware and installation cost of delayed link)</td> </tr> <tr> <td>1</td> <td>1%</td> </tr> <tr> <td>2</td> <td>2%</td> </tr> <tr> <td>3</td> <td>3%</td> </tr> <tr> <td>4</td> <td>4%</td> </tr> <tr> <td>5</td> <td>5%</td> </tr> <tr> <td>6</td> <td>7%</td> </tr> <tr> <td>7</td> <td>9%</td> </tr> <tr> <td>8</td> <td>10%</td> </tr> </table>	Delay in Weeks	Penalty(% of Hardware and installation cost of delayed link)	1	1%	2	2%	3	3%	4	4%	5	5%	6	7%	7	9%	8	10%
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18	13	1.7. PENALTY CLAUSES AND SLA SPECIFICATIONS:	If the delay in delivery is beyond 8 weeks for any VSAT site or Commissioning of VSAT is beyond 48 hours from any VSAT site, the payment of all the links will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.	Payments should be withheld only for the uncommission/delayed VSAT /Link and not for all. • Payment cannot be withheld for want of even one site under delay. WE CANNOT AGREE NW BASED PERFORMANCE WHERE PAYMENT WILL Be WITHHELD EVEN FOR ONE SITE.	If the delay in delivery and installation is beyond 10 weeks for any VSAT site, the payment of that particular link will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.																		
19	18	1.12 Payment	Payment / Purchase Order / Work Order for Hardware, Bandwidth and AMC will be released to only one account of Vendor. Bank will not accept any request from Vendor to process separate or part Payment / Purchase Order / Work Order to any other account or company of Vendor. It is responsibility of Bidder to manage any type of payment distribution between its sister organizations.	Order Placement: Ordering of Hardware and Services should be allowed on two companies if one company is 100% subsidiary of another company. This is essential for correct book keeping. In case Hughes is eligible for order placement it would request the following to the Bank. Hardware Rental Charges to be placed on HCIL COMTEL LTD., 1 Shivji Marg, Westend Greens, New Delhi-110038 and Recurring Services (Bandwidth & AMC) to be placed on Hughes Communications India Ltd. ,Plot No 1, Sector-18, Electronic City, Gurgaon-122015. HCIL COMTEL is 100% subsidiary of HCIL.	Payment / Purchase Order / Work Order for Hardware, Bandwidth and AMC will be released to maximum of two accounts of Vendor. The parent company or its 100 percent subsidiary company or by combined entities can participate in this process.																		
20	18	1.12 Payment	100% payment against Hardware will be done after 100% successful delivery of Hardware at given location if and only if no penalty awarded by Bank due to agreed SLA. No partial payment will be made against any unit of hardware set.	Please clarify on the penalty for delay in supply of hardware	<table border="0"> <thead> <tr> <th>Delay in Weeks</th> <th>Penalty(% of Hardware and installation cost of delayed link)</th> </tr> </thead> <tbody> <tr><td>1</td><td>1%</td></tr> <tr><td>2</td><td>2%</td></tr> <tr><td>3</td><td>3%</td></tr> <tr><td>4</td><td>4%</td></tr> <tr><td>5</td><td>5%</td></tr> <tr><td>6</td><td>7%</td></tr> <tr><td>7</td><td>9%</td></tr> <tr><td>8</td><td>10%</td></tr> </tbody> </table>	Delay in Weeks	Penalty(% of Hardware and installation cost of delayed link)	1	1%	2	2%	3	3%	4	4%	5	5%	6	7%	7	9%	8	10%
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21	18	1.12 Payment	Payment against Bandwidth will be calculated from date of successful commissioning of VSAT at given site and on receipt of signoff from the Bank representative of the site. Payment against Bandwidth will be done after completion of each quarter and publication of uptime and NMS report for all sites. Bandwidth charges shell be inclusive of WBC charges.	Please clarify it is WPC charges.	Payment against Bandwidth will be calculated from date of successful commissioning of VSAT at given site and on receipt of signoff from the Bank representative of the site. Payment against Bandwidth will be done after completion of each quarter and publication of uptime and NMS report for all sites. Bandwidth charges shell be inclusive of WPC charges.																		
22	14	2. SLA Clauses For Network Uptime and Maintenance	$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$	Planned downtimes with Bank's concurrence should be excluded from downtime calculation.	Planned downtimes with Bank's concurrence not exceeding 2hours per quarter will be excluded from downtime calculation.																		

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23	15	3. Penalty for not meeting the SLA terms on Uptime:	At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under 1.7.2, 10 % of the charges payable will be deducted as penalty. If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 1.7.2, 80% of the charges payable to the particular site will be deducted from the invoice amount payable for the quarter.	The penalties should be on the Quarterly value of the effected site , should start at 1% and capped at 10% of the effected site's ARC value.	At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under 1.7.2, 1% of the charges payable per quarter for every 1% downtime will be deducted as penalty. If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 1.7.2, 80% of the charges payable to the particular site per quarter will be deducted from the invoice amount payable for the quarter.
24	16	1.8. OTHER CONTRACTUAL OBLIGATIONS OF THE SUCCESSFUL BIDDER : 13	In case of delivery of equipment to States where Road Permit is required for transportation of goods, it is the responsibility of vendors to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the vendors for carrying out the task.	Request 1 week extra for road permit locations.	No Amendment
25	17	1.11. PRICES AND TAXES	However the bank reserves its right to negotiate with the successful bidder for downward revision of price in case of fall in price due to market conditions.	Benefits as well as burdens if any, due to revision in prices due to market conditions should be attributable to Bank.	No Amendment
26	20	1.15. Determination of L1 Bidder and Awarding of Contract:	However, Bank reserves right to terminate the rate contract partly or fully at any point of time without any communication or notice.	Request Bank to provide 90 days notice.	However, Bank reserves right to terminate the rate contract partly or fully at any point of time with a notice period of 60 days.
27	26	2.24. INSURANCE	The entire infrastructure at the bank's premises provided and installed by the service provider at the bank locations should be fully insured against all losses by the Service Provider	The insurance should cover only transportation and delivery of equipment to be supplied. We cannot take insurance of the material owned by bank	The hardware should be fully insured against all losses by the Service Provider till the delivery at the Bank's premises and during installation & configuration.
28	27	2.27. FORCE MAJEURE:	Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.	Request bank to add "Satellite/Transponder" failure as a force majeure case	Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics and Satellite / Transponder failure.
29	15	1.7 (3) Penalty Clauses and SLA Specifications	The bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfilment of various parameters in functioning of links, the bank may terminate the contract fully or partly, if required.	Request a cure period of 30 days before any such termination.	The bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfilment of various parameters in functioning of links after repeated escalation by the Bank to the Service Provider, the bank may terminate the contract fully or partly, if required, with a notice period of 30 days.
30	18	1.13. SUBMISSION OF PERFORMANCE GUARANTEE	The guarantee shall be invoked if the entire lot or part of connectivity is not commissioned within time specified from the date of acceptance of Work Order or if the contract is terminated by the bidder	Request a cure period of 30 days before any such termination.	No Amendment
31	27	2.25. TERMINATION FOR DEFAULT	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:	Request a cure period of 30 days before any such termination.	No Amendment

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32	27	2.25. TERMINATION FOR DEFAULT	continuously reviewed by the Bank in terms of various requirement clauses specified in the document. Based on the review, if the selected bidder fails to satisfy/maintain their commitment with respect to uptime, performance, timely implementation of the project etc. for provision of links at desired locations, the contract may be terminated by giving one month notice	Request a cure period of 30 days before any such termination.	No Amendment
33	NA	NA	Additional Clause	The Bidder reserves the right to cancel the contract in the following events: <ul style="list-style-type: none"> • If the Bank is in breach of any obligation under this Agreement. • If the Bank fails to make the payment of invoices within 30 days of receipt of such invoice. • If the Bank is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days 	No Amendment
34	29	2.32. RESOLUTION OF DISPUTES	Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996	The Arbitration shall be held in New Delhi. The award of the Arbitral Tribunal shall be final and binding on both parties.	No Amendment
35	NA	I. LIMITATION OF LIABILITY	Additional Clause	1. Notwithstanding any other provision of this neither Party shall be liable to the other for any indirect, reliance, special, punitive, consequential, exemplary or incidental damages , (including without limitation damages for harm to business, lost revenues, lost sales, lost savings, lost profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and claims of third parties), regardless of the form of action,(whether in contract, warranty, strict liability or tort) , (including without limitation negligence of any kind , (whether active or passive) or any other legal or equitable theory arising out of or in connection with this Agreement including the Services, even if a Party has been advised of the possibility of such damages.	<u>Limitation of Liability:</u> The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

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36	NA	I. LIMITATION OF LIABILITY	Additional Clause	<p>2. In no event, shall the Equipment Provider/the concerned Service Provider be liable for any damages, arising out of or in connection with this Agreement or the Services, in excess of the amounts paid by the Customer during a period of twelve (12) months preceding the date of the Customer's written notice, notifying by which the Customer informs the Equipment Provider/the concerned Service Provider about of having suffered any direct such damage damages arising under this Agreement hereunder. The said Customer shall give written notice, by the Customer, shall be given within fifteen (15) days of suffering the damage.</p>	<p><u>Limitation of Liability:</u></p> <p>The liability of bidder under the scope of this RFP is limited to the value of the relevant order.</p>
37	NA	II. BUSINESS ETHICS	Additional Clause	<p>Each Party warrants that in connection with the matters which are the subject of this Agreement, it and its affiliates have not made, offered, or authorized and will not make, offer, or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable laws of the United States (including the U.S. Foreign Corrupt Practices Act) and the laws of the Indian Territory. Each Party shall defend, indemnify and hold the other Party harmless from and against any and all claims, damage, losses, penalties, costs and expenses arising from or related to, any breach by such first Party of such warranty, which is continuing in effect. Such indemnity obligation shall survive termination or expiration of this Agreement, as the case may be. Each Party shall respond promptly and in reasonable detail, to any notice from any other Party or its auditors pertaining to the above stated warranty and representation and shall furnish applicable documentary support for such response upon request from such other Party.</p>	No Amendment

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38	NA	III. EXPORT CONTROLS	Additional Clause	It is expressly agreed that the execution of this Agreement and all activities (including the delivery of equipment and/or services) under this Agreement will be subject and conducted in compliance with all applicable export controls and economic sanction laws and regulations imposed or administered by (i) the United States and (ii) Customer's home jurisdiction (collectively "Trade Controls"). Thus, Customer warrants that it shall not, directly or indirectly, use, sell, provide, export, re-export, transfer, divert, loan, lease, consign to or otherwise dispose of any products, software, source code, technology (including products derived from or based on such software, source code or technology) or services received from the Equipment Provider to any person, entity, end-user or destination prohibited by such Trade Controls without obtaining any required government authorization.	No Amendment
39	NA	III. EXPORT CONTROLS	Additional Clause	It is also understood that the Equipment Provider and its personnel will not provide technical support or other services (directly or indirectly) to any non-U.S. military or paramilitary organization without obtaining appropriate government authorization. Customer certifies that it will notify the Equipment Provider, in advance, if it intends to seek any technical support or service on behalf of a non-U.S. military or paramilitary organization. Before providing any such technical support or services, the Equipment Provider will seek appropriate government approvals. Customer agrees to provide, the Equipment Provider, with any information reasonably requested by the Equipment Provider in connection with its efforts to obtain any such export licenses or otherwise compliance with the applicable Trade Controls.	No Amendment

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40	NA	III. EXPORT CONTROLS	Additional Clause	The Equipment Provider's performance obligations, under this Agreement, are expressly contingent upon and subject to obtaining and maintaining any and all necessary government approvals or exceptions required under the applicable Trade Controls. Notwithstanding any other provision of this Agreement, the Equipment Provider shall not be required to perform any act or obligation under this Agreement that would be prohibited or would otherwise subject the Equipment Provider to a substantial risk of material fines, penalties or other adverse consequences under any applicable Trade Controls. Further, the Equipment Provider shall be entitled to take any action reasonably necessary to ensure compliance with, or avoid material fines, penalties or other adverse consequences under such applicable Trade Controls. The obligations stated herein shall survive the expiration, cancellation or termination of this Agreement or any other related agreement/contract.	No Amendment
41	16	OTHER CONTRACTUAL OBLIGATIONS OF THE SUCCESSFUL BIDDER	The Successful Bidder shall be responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.	We must seek deletion of state of the art, as this defines the best technology available, in future there can be chances where there will be much better technology in the market in comparison to what bidder have.	No Amendment
42	16	OTHER CONTRACTUAL OBLIGATIONS OF THE SUCCESSFUL BIDDER	The Successful Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors/loss/expenses.	Bidder must only be liable for personnel and any sub-contracted personnel to the term of there employment, otherwise not.	No Amendment
43	27	TERMINATION FOR DEFAULT	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:.....	In termination clause we must also seek for some curing period before the right to terminate come into play.	No Amendment
44	27	FORCE MAJEURE	Notwithstanding the provisions of clauses 2.25 to 2.26, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics.....	We must seek for duty to mitigate the Force Majeure event in such clause.	Notwithstanding the provisions of clauses 2.25 to 2.26, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics and Satellite / Transponder failure.

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45		Suggestion	LIMITATION OF LIABILITY	There must be a Limitation of Liability clause also for, capping our maximum liability.	Limitation of Liability: The liability of bidder under the scope of this RFP is limited to the value of the relevant order.																		
46		Please Note:	RFP also contains one sided NDA in which bidder don't have any right, also the jurisdiction of such NDA is Bhubaneswar City.		No Amendment																		
47	11	Surrendering of links	The Bank reserves the right to surrender the links in case of merger of locations, Performance issues, amalgamation of the Banks, Closure of Branch , Force majeure and Change of service provider by giving notice period of 30 days.	Request you to remove " Change of service provider" as part of the clause	The Bank reserves the right to surrender the links in case of merger of locations, amalgamation of the Banks, Closure of Branch, Force majeure by giving notice period of 60 days. In case of Performance issues, after 3 repeated escalation, Bank reserve rights to surrender the links without any notice period, but may provide cure period of 30 days. Bank will not accept any penalty or charges from Successful Bidder for pre-termination																		
48	12	Penalty for delay		The penalty charges are very high. Request you to change the penalty as: 1% of QRC of the undelivered links per week, with a CAP of 10%	<table border="0"> <tr> <td>Delay in Weeks</td> <td>Penalty(% of Hardware and installation cost of delayed link)</td> </tr> <tr> <td>1</td> <td>1%</td> </tr> <tr> <td>2</td> <td>2%</td> </tr> <tr> <td>3</td> <td>3%</td> </tr> <tr> <td>4</td> <td>4%</td> </tr> <tr> <td>5</td> <td>5%</td> </tr> <tr> <td>6</td> <td>7%</td> </tr> <tr> <td>7</td> <td>9%</td> </tr> <tr> <td>8</td> <td>10%</td> </tr> </table>	Delay in Weeks	Penalty(% of Hardware and installation cost of delayed link)	1	1%	2	2%	3	3%	4	4%	5	5%	6	7%	7	9%	8	10%
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49	13	Penalty for delay		2 weeks for shifting is ok for within same city, if links need to be shifted to other city, then minimum 4-6 weeks required	Whenever locations are shifted to new premises, the links have to be shifted within a period of 10 days from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later.																		
50	14	SLA Clauses For Network Uptime and Maintenance		With VSAT we can provide Maximum uptime of 98%. Request you to change the uptime and MTTR accordingly	4. An uptime of 99% for each connection shall be provided by the vendor. Any down time due to disturbances due to Monkey will attract penalty in case the restoration time per site exceeds the allowed MTTR																		
51	14	SLA Clauses For Network Uptime and Maintenance		Request you to change the SLA Penalty as: 1% for every 1% downtime beyond the minimum uptime commitment, If the downtime over and above the MTTR exceeds 5% of the uptime committed, 10% of the charges payable to the particular site will be deducted from the invoice amount payable for the quarter.	<p>At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under 1.7.2, 1% of the charges payable per quarter for every 1% downtime will be deducted as penalty.</p> <p>If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 1.7.2, 80% of the charges payable to the particular site per quarter will be deducted from the invoice amount payable for the quarter.</p>																		

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
52	17	Payment		Link wise acceptance required, post which billing cycle for that particular shall start	Bidder need to produce link wise acceptance letter from the Branch person, post which billing cycle for that particular link should start. The date of acceptance letter will be considered as LOC.
53	21	2.3. PERIOD OF CONTRACT & SERVICE LEVEL AGREEMENT		In case of Termination for Convenience, customer shall pay the residual amount for the remaining contract period	The Bank reserves the right to surrender the links in case of merger of locations, amalgamation of the Banks, Closure of Branch, Force majeure by giving notice period of 60 days. In case of Performance issues, after 3 repeated escalation, Bank reserve rights to surrender the links without any notice period, but may provide cure period of 30 days. Bank will not accept any penalty or charges from Successful Bidder for pre-termination
54		New	Limitation of Liability	Please add Limitation of Liability clause as" Under no circumstances shall the bidder be liable to the customer for any indirect, special, punitive or exemplary damages, or for any loss of business, profit, use, goodwill, reputation or data. Notwithstanding anything contained in the tender document or the contract, the maximum liability of the bidder in respect of all claims, in the aggregate, under or in relation to the tender/contract shall not exceed the total fees paid to the bidder by customer in the twelve months immediately preceding the date of the claim."	<u>Limitation of Liability:</u> The liability of bidder under the scope of this RFP is limited to the value of the relevant order.
55	4 to 8	1.4 Eligibility Criteria		Please allow all the eligibility criteria to be met either by the bidder or its parent or its 100 percent subsidiary company, or by combined entities	Payment / Purchase Order / Work Order for Hardware, Bandwidth and AMC will be released to maximum of two accounts of Vendor. The parent company or its 100 percent subsidiary company or by combined entities can participate in this process.
56	6	Support Base	Support Base: Bidder should have Service support centers managed by own staff/Managed service Providers in at least all District headquarters in 13 district of Odisha viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada. The list of support centers containing Office Address, Telephone nos., contact person etc. shall be submitted.	Please accept one service support center in the state. Work will be managed by distributed teams spread across the state.	Support Base: Bidder should have Service support centers or service area managed by own staff/ sub contracted Managed service Providers in at least all District headquarters in 13 district of Odisha viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada. The list of support centers or service single point of contact containing Office Address, Telephone nos., contact person etc. shall be submitted.
57	5	COST OF BID DOCUMENT & EARNEST MONEY DEPOSITS (EMD):	The above EMD amount should be submitted to bank in form of Bank Guarantee and Cost of Bid document should be submitted in form of Demand Draft in name of "Odisha Gramya Bank" payable at Bhubaneswar.	We request you to consider Demand Draft for EMD.	The above Cost of Bid document should be submitted in form of Demand Draft in name of "Odisha Gramya Bank" payable at Bhubaneswar and EMD amount should be submitted to bank in form of Bank Guarantee or Demand Draft in name of "Odisha Gramya Bank" payable at Bhubaneswar. In case of EMD in form of Demand Draft, Bidder has to renew the Demand Draft for EMD as when required by Bank before completion of Demand Draft validity.
58	3	Page 3 / Clause iv. The objective of the project is:	5. Selected bidder should be able to provide service to selected sites of Bank for ATM installation.	Installation of ATM should be in Bank's scope. Only VSAT and related equipment installation should be in Bidders scope.	Selected bidder should be able to provide VSAT service to selected sites of Bank for ATM installation.

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
59	4	Page 4 / Clause 1.1. SCHEDULE OF BIDDING PROCESS:	6. Last Date and Time for submission of bids along with supporting documents through the above 05th Jan 2017 - 5 P.M.	Request bank to provide at least 3 weeks time for submission of bid from the date of rebid queries clarification.	6. Last Date and Time for submission of bids along with supporting documents through the above 16th Jan 2017 - 3 P.M. 7. Last date, time and place for submission of Original DD / Bank Guarantee for Cost of document, EMD. 16th Jan 2017 - 3P.M. 8. Date, time and venue for opening the technical bid. 17th Jan 2017 - 3P.M.
60	5	Page 5 / 1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD) / BANK GUARANTEE IN LIEU OF EMD:	2. EMD/ Bank Guarantee in lieu of EMD (Refer clause 2.4.ii of the RFP) 2,00,000/-	The EMD amount of Rs 2,00,000/- seems high considering the Bid value of the RFP.	No Amendment
61	5	Page 5 / 1.3. BRIEF DESCRIPTION OF THE REQUIREMENTS:	5 years Bandwidth Charges for pool bandwidth of 128Kbps for new pooled bandwidth or else 5 year Bandwidth charges for upgraded pooled bandwidth of existing bandwidth to 192Kbps.	This clause will favor the existing vendors. Request bank to go for new pool instead of upgrade.	5 years Bandwidth Charges for pooled Bandwidth of 128Kbps. If required, Bidder may provide redundant backhaul connectivity to Bank's DC and DR along with cross connects at both DC and DR. Such link should be terminated at the designated port of Bank's routers at DC and DR. Bidder may quote the cost of backhaul charges, recurring cost of router port at VSAT HUB, and cross connect charges as separate line item along with commercial bid. The cost of said line items will not be considered for selection of L1 bid, however, if more than one bidder quote the cost of Backhaul, then Bank reserve rights to use the cost of backhaul and its components for comparison between these bids.
62	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	4. Experience on VSAT: The Bidder should be a VSAT service provider with NLD/ILD licenses and should be capable of providing Layer 2 or 3 VPN through VSAT last mile. The Bidder should be able to give end-to-end network solution, including last mile on VSAT for Banks. The bidder should be approved VSAT service providers by Telecom Regulatory Authority of India (TRAI).	Request bank to exclude this requirement as VSAT service provider does not require NLD/ILD licenses for providing VSAT Services.	4. Experience on VSAT: The Bidder should be a VSAT service provider. The Bidder should be able to give end-to-end network solution, including last mile on VSAT for Banks. The bidder should be approved VSAT service providers by Telecom Regulatory Authority of India (TRAI).
63	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	5. Experience on VPN: The Bidder should be in the business of VSAT VPN network for the past 3 years. The Bidder should be capable of providing VSAT VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN or VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). The bidder should be a company registered in India and doing business in India with applicable ISO/TL certification.	Request bank to remove the requirement of "The Bidder should be in the business of VSAT VPN network for the past 3 years"	Experience on VPN: The Bidder should be in the business of VSAT network for the past 3 years. The Bidder should be capable of providing VSAT network with any-to-any connectivity and the Quality of Service (QoS). The Bidder should be capable of building VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). The bidder should be a company registered in India and doing business in India with applicable ISO/TL certification.

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
64	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	6. Experience with Public Sector: The Bidder must establish that it has been engaged in the provision of similar services for other large National/International Financial/Banking Institutions/Government /Corporate projects. The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last 3 years by them. Bidder should have implemented similar VSAT-VPN project of at least 200+ sites with a minimum of 3 organization and out of which one should be of public/ private sector bank /Insurance companies with a minimum of 200 circuits.	Request bank to exclude the VSAT-VPN project experience. Request bank to consider VSAT experience.	Experience with Public Sector: Bidder should have implemented similar VSAT project of at least 200+ sites with a minimum of 3 organization and out of which one should be of public/ private sector bank /Insurance companies with a minimum of 200 circuits
65	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	a. Bidder should be managing at least 300 VPN circuits/Leased lines of Central Government/State Government/Public Sector Banks/private sector banks/ financial institutions/Corporate from their own NOC cumulatively at the time of awarding this contract.	Request bank to consider VSAT experience instead of VPN and Leased lines.	This clause has been deleted as it is not necessary with in scope of this RFP.
66	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	c. Bidder should have minimum 100 POPs with necessary network equipment across country operational as on date or minimum of 4 VPN HUBs at different geographical seismic zone in India.	Request bank to exclude this requirement.	This clause has been deleted as it is not necessary with in scope of this RFP.
67	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	9. The bidder should undertake to provide connectivity for all the existing and future locations as requested by the bank across the country.	Request bank to add "Based on feasibility criteria" to the clause.	The bidder should undertake to provide connectivity for all the existing and future feasible locations as requested by the bank across the country.
68	6	Page 6 / 1.4. ELIGIBILITY CRITERIA:	10. Security Certificate: All wireless connectivity must be certified for security by a reputed organization. Bidder need to produce the security certificate along with technical bid.	Request bank to provide more details on which security certificate does the bank require.	Security Certificate: All wireless connectivity should be certified for security by a reputed organization. Bidder need to produce the security certificate or a declaration for wireless security, along with technical bid.
69	9	Page 9 / 1.4. ELIGIBILITY CRITERIA:	11) Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 2 hours of receipt of complaint. Complaint shall be lodged over telephone, fax, email, SMS etc. with the designated Officials of the bidder. (Bidder to provide the call registration and escalation matrix).	Request bank to remove SMS as mode of complaint logging.	11) Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 8 hours of receipt of complaint. Complaint shall be lodged over telephone, fax, email, portal etc. with the designated Officials of the bidder. (Bidder to provide the call registration and escalation matrix).
70	11	Page 11 / 38) Shifting of Links:	The L1 bidder will have to match with the lowest rate (Charges for Shifting) quoted by any of the technically short-listed bidders under Sl. No. 8 to 15 of Commercial Bid (Annexure IV).	Kindly justify the reason for this clause. If the bidder is L1 for entire bid value then there should be any obligation to meet the lowest price of particular item quoted by another bidder.	This clause has been deleted as it is not necessary with in scope of this RFP.

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
71	11	Page 11 / 40) Non-functioning of Links:	40) Non-functioning of Links: After commissioning of links, when the link has become non-functional due to LOS issues, infrastructure issues, misalignment by Monkey etc., the provider has to make all the necessary arrangements immediately to restore the link. The restoration should be done with in allowed MTTR. Restoration time above allowed MTTR will attract penalty as per SLA. In case it is not possible to restore the link within a reasonable time, the links should be provided in an alternate media in consultation with the bank.	In case of Non-functioning of Links due to LOS issues, infrastructure issues. Bank has to arrange for alternate media.	40) Non-functioning of Links: After commissioning of links, when the link has become non-functional due to LOS issues, infrastructure issues, misalignment by Monkey etc., the provider has to make all the necessary arrangements immediately to restore the link. The restoration should be done with in allowed MTTR. Restoration time above allowed MTTR will attract penalty as per SLA. In case it is not possible to restore the link within a reasonable time, Bank may shift the VSAT different location or terminate the site with a notice of 30 days.
72	12	Page 12 / 41) Links for New locations:	41) Links for New locations: Bank may consider the L1 unit price as the rate contract for two years from date of release of first Purchase Order. Bank at its absolute discretion may place further order apart from 50 number of VSATs in first PO, to L1 bidder or to L2 bidder (if L2 bidder found feasible and accept to provide service as L1 unit cost).	Option to L2 should be given only if L1 is note ready to accept the further new orders.	41) Links for New locations: Bank may consider the L1 unit price as the rate contract for two years from date of release of first Purchase Order. Bank at its absolute discretion may place further order apart from 50 number of VSATs in first PO, to L1 bidder or to L2 bidder (if L2 bidder found feasible and accept to provide service as L1 unit cost and if L1 vendor is not ready to accept and complete further orders in scheduled time).
73	12	Page 12 / 1.6. TIME FRAME FOR COMMISSIONING OF LINKS:	Delivery of VSAT Hardware at locations listed in Purchase Order Within eight weeks of date of release of Purchase Order	Delivery timeline should be 10 weeks from the release of purchase order	Delivery and installation of VSAT Hardware at locations listed in Purchase Order Within 10 weeks of date of release of Purchase Order
74	12	Page 12 / 1.6. TIME FRAME FOR COMMISSIONING OF LINKS:	Commissioning of VSAT link at given site Within 48 hours of notification e-mail to Service Provider's e-mail	In case of delay in commissioning due to reasons attributable to bank. Penalty shall not be applicable.	<u>Commissioning of VSAT link (Where VSAT has already been delivered) at given site</u> Within 48 hours of notification e-mail to Service Provider's e-mail. In case of delay in commissioning due to reasons attributable to bank. Penalty shall not be applicable.
75	13	Page 13 / 1.7. PENALTY CLAUSES AND SLA SPECIFICATIONS:	a) The Bidder shall be liable to pay the Bank, penalty at the rate specified for delayed performance per week or part thereof of such delay, subject to a maximum of 50 % of the Quarterly cost of connectivity or Annual Recurring Cost.	Penalty should be on Quarterly cost and not on Annual Recurring Cost.	a) The Bidder shall be liable to pay the Bank, penalty at the rate specified for delayed performance per week or part thereof of such delay, subject to a maximum of 10 % of the cost of implementation.

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment																		
76	18	Page 18 / 1.12. PAYMENT:	Payment / Purchase Order / Work Order for Hardware, Bandwidth and AMC will be released to only one account of Vendor. Bank will not accept any request from Vendor to process separate or part Payment / Purchase Order / Work Order to any other account or company of Vendor. It is responsibility of Bidder to manage any type of payment distribution between its sister organizations.	<p>We request bank to allow bidder to bid in consortium.</p> <p>Also request bank to allow the following:</p> <ul style="list-style-type: none"> ● Bidding in consortium. ● Two separate Purchase Orders (PO) will be issued in phases / lots by Bank to the Consortium Partners for Equipment Rental and Bandwidth Rental. (Lead bidder shall be responsible for entire scope of work). ● Two separate invoices shall be raised from Consortium Partners for Equipment Rental and Bandwidth Rental. ● Separate payment shall be made by bank to Consortium Partners against the invoices raised by them. <p><i>(Under the managed services model, the complete hardware and bandwidth will be provided by the vendor only. In many cases, Hardware and Bandwidth are supplied and managed by two different companies for operational convenience. Hence, in case the L1 bidder has the above arrangement, two different agreements will be signed by the Bank mentioning the terms and conditions in both agreements separately and two separate Purchase Orders will be issued by the Bank.)</i></p>	Payment / Purchase Order / Work Order for Hardware, Bandwidth and AMC will be released to maximum of two accounts of Vendor. The parent company or its 100 percent subsidiary company or by combined entities can participate in this process.																		
77	18	Page 18 / 1.12. PAYMENT:	100% payment against Hardware will be done after 100% successful delivery of Hardware at given location if and only if no penalty awarded by Bank due to agreed SLA. No partial payment will be made against any unit of hardware set.	Payment should be on Prorata delivery.	<table border="0"> <thead> <tr> <th>Delay in Weeks</th> <th>Penalty(% of Hardware and installation cost of delayed link)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1%</td> </tr> <tr> <td>2</td> <td>2%</td> </tr> <tr> <td>3</td> <td>3%</td> </tr> <tr> <td>4</td> <td>4%</td> </tr> <tr> <td>5</td> <td>5%</td> </tr> <tr> <td>6</td> <td>7%</td> </tr> <tr> <td>7</td> <td>9%</td> </tr> <tr> <td>8</td> <td>10%</td> </tr> </tbody> </table>	Delay in Weeks	Penalty(% of Hardware and installation cost of delayed link)	1	1%	2	2%	3	3%	4	4%	5	5%	6	7%	7	9%	8	10%
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78	18	Page 18 / 1.12. PAYMENT:	Payment against Bandwidth will be calculated from date of successful commissioning of VSAT at given site and on receipt of signoff from the Bank representative of the site. Payment against Bandwidth will be done after completion of each quarter and publication of uptime and NMS report for all sites. Bandwidth charges shell be inclusive of WBC charges.	What is WBC Charges?	Payment against Bandwidth will be calculated from date of successful commissioning of VSAT at given site and on receipt of signoff from the Bank representative of the site. Payment against Bandwidth will be done after completion of each quarter and publication of uptime and NMS report for all sites. Bandwidth charges shell be inclusive of WPC charges.																		

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
79	19	Page 19 / 1.15. Determination of L1 Bidder and Awarding of Contract:	Bidder should quote only for one category of Pooled Bandwidth for either 128 Kbps new Pooled Bandwidth with new Backhaul to DC and DR or 192Kbps up gradation of existing Pooled Bandwidth. For selection of L1 Bidder, the cost of respective bandwidth for Pooled Bandwidth will be considered.	Request bank to only ask for 192 kbps bandwidth Asking for 128 kbps from existing vendors will be favoring them in terms of costing.	Bidder should quote for Pooled Bandwidth of 128 Kbps Pooled Bandwidth. If required, Bidder may provide redundant backhaul connectivity to Bank's DC and DR along with cross connects at both DC and DR. Such link should be terminated at the designated port of Bank's routers at DC and DR. Bidder may quote the cost of backhaul charges, recurring cost of router port at VSAT HUB, and cross connect charges as separate line item along with commercial bid. The cost of said line items will not be considered for selection of L1 bid, however, if more than one bidder quote the cost of Backhaul, then Bank reserve rights to use the cost of backhaul and its components for comparison between these bids.
80	20	Page 20 / 1.15. Determination of L1 Bidder and Awarding of Contract:	The unit cost of one VSAT hardware and unit cost of 1Kbps Bandwidth of successful L1 Bidder will be considered as the rate contract for 5 years. L1 bidder has to accept and sign this rate contract for a period of 5 years for any further Purchase of VSAT hardware and Pooled Bandwidth. However, Bank reserve right to terminate the rate contract partly or fully at any point of time without any communication or notice.	When the requirement is for Pooled Bandwidth, what is the significance of 1Kbps Bandwidth?	The Total cost of one VSAT hardware and Total cost of 128Kbps Bandwidth of successful L1 Bidder will be considered as the rate contract for 5 years. L1 bidder has to accept and sign this rate contract for a period of 5 years for any further Purchase of VSAT hardware and Pooled Bandwidth. However, Bank reserve right to terminate the rate contract partly or fully at any point of time with a notice of 60 days, however in case of issue related to performance (after repeated escalation) the notice period will be 30 days.
81	46	Page 46 / ANNEXURE VI NON DISCLOSURE AGREEMENT	9. Indemnity- The firm agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information". The firm agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Firm would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the firm. The firm agrees that the amount of compensation as decided by the Bank will be final. The firm agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.	The maximum liability of the bidder should be limited to total project value of the contract.	<u>Limitation of Liability:</u> The liability of bidder under the scope of this RFP is limited to the value of the relevant order.
82	57	Page 57 / ANNEXURE-XV (TERMS AND CONDITIONS COMPLIANCE TABLE)	Detailed explanation about deviation, if not complied. NOTE: This annexure is an indicative list. Vendor has to comply all terms and other conditions as per RFP document.	Both statements are contradictory. One talks about giving deviations and other talks of complying all without deviations.	No Amendment

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
83	6	Page no 6 point 5	The Bidder should be in the business of VSAT VPN network for the past 3 years. The Bidder should be capable of providing VSAT VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN or VPN Network with redundancy at all levels	Please elaborate the bank requirement what is required ? Is it MPLS-VPN / VPN configured over VSAT. For VSAT tender please let us know the significance of MPLS- VPN experience asked in RFP	Experience on VPN: The Bidder should be in the business of VSAT network for the past 3 years. The Bidder should be capable of providing VSAT network with any-to-any connectivity and the Quality of Service (QoS). The Bidder should be capable of building VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). The bidder should be a company registered in India and doing business in India with applicable ISO/TL certification.
84	6	Page no6 point 6	The Bidder must establish that it has been engaged in the provision of similar services for other large National/International Financial/Banking Institutions/Government /Corporate projects.	Please elaborate the meaning of similar services, is it VSAT services or MPLS-VPN services	It is a VSAT services
85	7	Page no 7 point 12	Have Professional services support certification for all the network equipment provided by the bidder from the respective equipment vendor.	It is assumed that the requirement is limited for VSAT hardware. Please confirm	Yes, Requirement is limited to VSAT Hardware
86	7	Page no 7 point 13	Existing service provider may use the existing network infrastructure for connectivity to DC and DR. If Bidder is not an existing service Provider then Bidder needs to provide the redundant backhaul link along with last mile and the cross connect at both Data Centre and Disaster Recovery	Requesting bank to consider the backhaul infra as an optional item and remove from the calculation of TCO	Bidder should quote for Pooled Bandwidth of 128 Kbps Pooled Bandwidth. If required, Bidder may provide redundant backhaul connectivity to Bank's DC and DR along with cross connects at both DC and DR. Such link should be terminated at the designated port of Bank's routers at DC and DR. Bidder may quote the cost of backhaul charges, recurring cost of router port at VSAT HUB, and cross connect charges as separate line item along with commercial bid. The cost of said line items will not be considered for selection of L1 bid, however, if more than one bidder quote the cost of Backhaul, then Bank reserve rights to use the cost of backhaul and its components for comparison between these bids.
87	8	Page no 8 point 12	c) Have a multi-tiered architecture – both for Intra-city as well as Inter-city. d) Offer network redundancy at all levels from PE-to-PE e) Have pre-defined Traffic transport QoS Parameters which provide throughput, latency, packet loss, jitter commitments and application traffic prioritization.	The requirement falls under Lease line / MPLS providers (Telco's) capabilities. So requesting bank to delete this requirement.	This clauses has been deleted.
88	8	Page 8 Point 2	Should setup dynamic VPN tunnels between locations and Data centers so as to encrypt the data flow based on the requirement of the applications deployed.	It is assumed that bank will provide the necessary devices at remote location to create the dynamic VPN tunnels. Please clarify	Bank will provide routers at Branches, DC and DR only.
89	9	page 9 point 11	Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 2 hours of receipt of complaint.	Please elaborate the requirement as, Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 24 hours of receipt of complaint excluding travelling time required to reach the location.	11) Bidder shall maintain the connectivity at each location on 24x7 basis and shall rectify the defect within 8 hours of receipt of complaint. Complaint shall be lodged over telephone, fax, email, portal etc. with the designated Officials of the bidder. (Bidder to provide the call registration and escalation matrix).

SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark / Amendment
90	10	Page no 10 point 21	Configure automatic fail over using dynamic routing protocol with the help of System Integrator and without disturbing the existing network between Primary and Secondary links at all locations such as Branch/ Office, Data Centre, and DR Centre, where Primary link is already available and secondary link is being provided through this RFP process as per work order released by Bank to successful bidder	As per RFP the bank is asking only primary VSAT connectivity to connect remote ATM only. So requesting bank to delete this clause.	Configure automatic fail over using dynamic routing protocol with the help of System Integrator and without disturbing the existing network between Primary and Secondary links from VSAT HUB and Data Centre, and DR Centre.
91	10	Page no 10 point 32	Ping from any location to any location including all the data centers and DR sites 100 packets without disruptions. The size of ping echo packet will be 100 bytes	The VSAT works in STAR mode so requesting bank to modify the requirement as Ping test from remote ATM to DC and DR only with 100 packets with success rate of 99%	No Amendment

New Format of COMMERCIAL BID

1. Name of Bidder :
 2. Address of Corporate Office :

***All prices are in INR (₹) and excluding applicable Government Taxes**

Sl. No	Details	Units	Unit Cost	Total Cost	Sales Tax/VAT and other Taxes payable
One Time Cost (OTC)					
1	1.2 Meter KU Band VSAT equipment cost	50			
2	Installation and provisioning Charges				
3	Any other One Time Cost				
4	Total OTC of Sl. Nos 1 to 3		(A)	(B)	
Annual Recurring Charges (ARC)					
5	Pooled Bandwidth of 128Kbps (Including Backhaul Bandwidth Charges and all additional ARC)				
6	Annual Maintenance Cost	50			
7	Total ARC of Sl. No 5 to 6		(C)	(D)	
8	Rental of Router Port at VSAT HUB (Not to be reckoned for determination of L1)				
Additional charges- Not to be reckoned for determination of L1					
9	One time installation cost of Redundant Connectivity from VSAT HUB to Bank's DC and DR including cross connect at both the places				
10	Shifting of partial or complete setup of equipment (including VSAT Hardware if any) to different premises	1			
11	Shifting of partial or complete setup of VSAT Hardware to different place within same premises	1			

12	Bandwidth Charges for enhancement of pool bandwidth above selected Bandwidth in Sl no 5, in multiples of 1 Kbps on demand from the Bank. Price to be quoted for 1 kbps bandwidth.	1 Kbps			
13	Protection caging against Monkey of VSAT ODU and Reflector or external interference	1			
14	Replacement of Outdoor reflector	1			
15	Replacement of RFT	1			
16	Replacement of IDU or Modem	1			
17	Replacement of Cable	Per m pair			

Total Cost for L1 selection = (B) + (D) (exclusive of applicable taxes)

Amount in word:

***The SUM of price indicated in (B) and (D) will be considered for selection of L1 bidder.**

NOTES:

1. In case of discrepancy between unit price and total price, the unit price shall prevail.
2. The Sales Tax/Service Tax /VAT at actuals is payable extra. Applicable TDS on all payments, if any will be deducted from the payments due to the vendor on whom Purchase Order is placed.
3. Price against Sl.No. 9 includes the cost of cross-connect at the all the end of link.
4. If more than one bidder have quoted price in Sl.No. 8 and 9. Then Bank has right to include the price indicated in Sl.No. 8 and 9 for comparing the price between such bids.

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clause 1.11 of the RFP No. **OGB/RFP/ITD/NETWORK/002/16-17 dated 05/12/2016**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/002/16-17 dated 05/12/2016 and Amendment_1 dated 21-12-2016**.

Authorised Signatory:

Name and Designation:

Office Seal:

1.1. NEW SCHEDULE OF BIDDING PROCESS:

S.No.	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/NETWORK/002/16-17
2.	Date of Issue of RFP	05 th Dec 2016
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	16 th Jan 2017 - 3 P.M.
7.	Last date, time and place for submission of Original DD / Bank Guarantee for Cost of document, EMD.	16 th Jan 2017 - 3 P.M.
8.	Date, time and venue for opening the technical bid.	17 th Jan 2017 – 3 P.M.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for DD / Bank Guarantee submission as stated in serial No.7 and for any enquiries.	S. K. Basa – Sr. Manager IT D. D. Mohanty – Sr Manager IT A. Khandai – Manager IT A. Patra- Manager-IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O.- Khandagiri, Bhubaneswar – 751030.
12.	Contact number for any clarification.	0674-2353025 / 0674-2353033
13.	Contact e-mail ID	network@odishabank.in atm@odishabank.in

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (www.odishabank.in) wherever feasible. Further, please note that commercial bid opening date, time will be intimated to the technically qualified bidders at a later date.