



Elucidation

Tender Reference No.: HO/IT/15/2022-23/182 dated 24th August 2022

RFP for "Procurement, Installation and Commissioning of VSAT Network for OPEX Model for Regional Rural Banks (UBGB & UBKGB) Sponsored by Central Bank of India".

Pre-bid meeting held on 07th September 2022 queries responses:

S.No.	Page No.	Point/ Section	Query	Bank's Response (Bidder should not fill in this column)	Clarification/ Corrigendum/ Addendum
1	15	14 The bidder should be running in at least 50,000 VSAT links across all shared Hubs as last mile wherein the end user customer is Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date	Remark: Request to consider the DoT Report for 50,000 VSAT Links as a proof instead of address details.	Supporting Document "Self-Declaration on Bidders letter head will suffice the requirement"	Corrigendum
2	19	3.1.20 The vendor needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder's responsibilities and bank will not be responsible for any damage to the bidder equipment due to natural calamities i.e., force majeure. The bidder also has to arrange the necessary insurance for the equipment's installed at branch premises with no cost to the bank. Bidder shall submit the In-Operations Certificate report as per Annexure-14 duly signed by the branch/office bank official after the installation of the VSAT at each site. Bidder shall keep record of these Installation Certificates and shall submit these reports while claiming the VSAT /dual LTE payment, failing which bank may not release the payment.	Remark: We request Bank that there shall be no penalty on Bidder, if there is any interruption due to natural calamities i.e. force majeure, Theft ,Mishandling, Fire and unforeseen event that can cause damage or delay.	No Change. Please be guided by the RFP requirements.	Clarification

3	21	<p>3.1.39 The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder's responsibility and Bank will not be responsible for any damage to bidder equipment due to voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, Physical damage, fire and natural calamities, etc. The bidder also has to arrange for the necessary insurance for the equipment installed at branch premises with no additional cost to bank for the period of contract. Bidder has to replace any damage equipment's for whatsoever reason without any additional cost to Bank.</p>	<p>Remark: Insurance company does not agree to cover voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, Physical damage and fire as the part of insurance. Request you to remove the same for the mentioned clause</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
4	26	<p>3.2.44 It shall be the responsibility of the selected bidder to provide replacement for damaged equipment / theft (or any of its components). In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate number of spare equipment and components at suitable places so that same may be provided as per the timelines mentioned above. Space required for storing such spares may or may not be provided by the Bank depending on the availability of secure places at the Bank premises. The selected bidder will have to make their own arrangements for storing the spares in case the Bank is unable to provide the required space.</p>	<p>Remark: Request to cap or give % to the availability of secure places for storage at the Bank premises.</p>	<p>No Change. Bidders to arrange storage space for keeping spares at Bidder's Location and same needs to be shared with Bank</p>	<p>Clarification</p>
5	27	<p>3.4 Maintenance support For Metro Branches/offices: Restoration of links should be done within 2 hour from the call logging. Response time is Fifteen minutes from the call logging. For Urban or District Headquarter branches/Offices: Restoration of links should be done within 4 hours from the call logging. Response time is Thirty minutes from the call logging. For Semi Urban and Rural Branches/Offices: Restoration of links should be done within 6 hours from the call logging. Response time is Thirty minutes from the call logging.</p>	<p>Remark: Please clarify that maintenance support time excludes the travel time of the Engineer. We request Bank to consider the rural Remoteness of VSAT locations and exclude the travel time. (delay due to non-availability of conveyance, local strike, last mile reachability issue due to logical reasons which are faced in ground.)</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>

6	29	<p>3.5 Branches or Offices network links: During the course of shifting, if the branch has been initially commissioned link but after shifting to new premises it is reported to be non-feasible, bank reserves the right to surrender the link, and arrange for alternate solution.</p>	<p>Remark: As rental project Bidder will be recovering the amount invested in the equipment over the complete rental period. So request you to cap quantity maximum at 2%.</p>	<p>The revised clause to be read as "3.5 Branches or Offices network links: During the course of shifting, if the branch has been initially commissioned link but after shifting to new premises it is reported to be non-feasible, bank reserves the right to surrender the link, and arrange for alternate solution. The expected no. of branches to be shifted is 3% of the Total number of Branches, mentioned in Appendix-1 Bill of Material."</p>	Corrigendum
7	38	<p>5.24 Changes to the RFP Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.</p>	<p>Remark: Request Bank to delete this clause or any change in the terms and conditions of purchase shall be mutually agreed between both parties.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	Clarification
8	46	<p>5.37 Limitation of Liability The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.</p>	<p>Remark: We cannot accepted unlimited liability in the event of gross misconduct or negligence etc.</p> <p>Suggestion: Limitation of liability shall be capped at 100% of total contract value.</p>	<p>The revised caluse should be read as "5.37 Limitation of Liability The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be upto value of TCO. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any</p>	Corrigendum

				indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim. "	
9	36	<p>5.19 Delays in Bidder's Performance The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/ delay</p> <p>i. Termination of the purchase agreement fully or partly and claim liquidated damages.</p> <p>ii. Forfeiting of Security Deposit/Performance Bank Guarantee</p> <p>iii. However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period if Bank intends not to take both or either of the above two steps in case of a particular delay.</p>	<p>Remark: We request Bank that as in case of any delayed/deficient service or item, a mandatory cure period should be given.</p> <p>Please delete strikethrough part of the "iii" of mentioned clause.</p> <p>iii. However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period if Bank intends not to take both or either of the above two steps in case of a particular delay.</p>	No Change. Please be guided by the RFP requirements.	Clarification

10	38	<p>5.24 Changes to the RFP</p> <p>For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors". However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>Remark: We suggest addition "..damages, loss or liabilities suffered by the Bank arising out of claims directly attributable to the Bidder..."</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
11	41	<p>5.30 Cancellation of Contract and Compensation :</p> <p>The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) and recover expenditure incurred by the bank in the following circumstances:</p> <p>iii. The progress regarding execution of the contract by the bidder is unsatisfactory.</p> <p>iv. Deduction on account of liquidated damages exceeds 10% of the total contract price.</p> <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable for any reason the contract is cancelled. In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time.</p>	<p>Remark:</p> <p>1. We suggest deletion of the term "unsatisfactory" as it is very vague word and replacing it with "in breach of service level standards"</p> <p>2. We suggest that a maximum cap of LDs be 10% of delayed/deficient services or items</p> <p>3. There is a Risk purchase component in the event performance of unsatisfactory. We request Bank that this be limited to actual breach of contract/SLA with risk purchase to be capped at 100% of delayed/deficient services or items.</p>	<p>The revised clause should be read as "5.30 Cancellation of Contract and Compensation :</p> <p>The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) and recover expenditure incurred by the bank in the following circumstances:</p> <p>iii. The progress regarding execution of the contract by the bidder is breach of project timelines or service levels.</p> <p>iv. Deduction on account of liquidated damages exceeds 10% of the total contract price.</p> <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the</p>	<p>Corrigendum</p>

				<p>bidding process for the execution of the balance of the contract.</p> <p>This clause is applicable for any reason the contract is cancelled.</p> <p>In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. "</p>	
12	41	<p>5.31 Indemnity:1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p>	<p>Remark:</p> <p>1. Suggest deletion of "attorney's fees" as we do not indemnify for it, alternatively suggest "reasonable attorney's fees".</p> <p>2. Suggest deletion "we do not indemnify for indirect claims"</p>	No Change. Please be guided by the RFP requirements.	Clarification
13	43	<p>5. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. <u>However, indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</u></p>	<p>Remark:</p> <p>Suggested addition: "...compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities <u>due to reasons directly attributable to the Bidder"</u></p>	No Change. Please be guided by the RFP requirements.	Clarification
14	46	<p>5.38 Force Majeure</p> <p>For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.</p>	<p>Remark: We suggest "pandemic and quarantine restrictions, and satellite/transponder failure" be added as force majeure events.</p>	No Change. Please be guided by the RFP requirements.	Clarification

15	49	<p>5.51 Exit Option and Contract Re-Negotiation</p> <p>The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:</p> <ul style="list-style-type: none"> · Delay in delivery of solution beyond the specified period. · Serious discrepancies noted in the solution delivered. · Breaches in the terms and conditions of the Purchase Order/Agreement. <ul style="list-style-type: none"> · Non satisfactory performance of Service Provider during the contract period. 	<p>Remark: We suggest deletion of the terms "serious discrepancy" and "non satisfactory performance" as these are vague.</p> <p>Cancellation of contract/unexecuted part shall be limited to actual breach or delay after sufficient cure period.</p>	<p>The revised clause should be read as "5.51 Exit Option and Contract Re-Negotiation</p> <p>The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:</p> <ul style="list-style-type: none"> · Delay in delivery of solution beyond the specified period. · Serious discrepancies noted in the solution delivered. · Breaches in the terms and conditions of the Purchase Order/Agreement. <ul style="list-style-type: none"> · Non satisfactory performance of Service Provider during the contract period. · Change in Ownership" 	Corrigendum
16	49	<ul style="list-style-type: none"> · <u>Bank shall serve the notice of termination to the Service Provider at least 60 days prior of its intention to terminate services during the contract period.</u> 	<p>Remark: We suggest that termination to be limited only on the actual breach of contract.</p>	No Change. Please be guided by the RFP requirements.	Clarification

17	53	<p>5.63 Termination 1. Termination for Default 1.1 The Bank, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part: a) If the Successful Bidder fails to deliver any or more or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or; b) If the Successful Bidder fails to perform any other obligation(s) under the contract. c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Bank of the benefits of free and open competition. 1.2 In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated</p>	<p>Remark: 1. We suggest a cure period of 30 days be given to rectify the delay/deficiency prior to termination of contract. 2. Risk purchase to be capped at 100% of delayed services/items.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
18	54	<p>4. Termination for Convenience The Bank, by written notice sent to the Service Provider, 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 Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. The bank, at any point during the duration of contract after a lock-in period of 3 years from the date of acceptance of Purchase Order, may terminate contract by giving 60 days advance notice to the bidders without assigning whatsoever reason.</p>	<p>Remark: As a rental project Bidder will be recovering the amount invested in the equipment over the complete rental period. Terminating the contract before the completion of rental period will be the huge financial loss to the bidder. So request you to delete this termination convenience clause.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>

19	57	<p>5.69 Liquidated Damages</p> <p>The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations...</p> <p>iv. Non integration.</p> <p>v. Non-Completion of Transition within suggested timeline.</p> <p>vi. System operational, but unsatisfactory to the Bank.</p> <p>Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract.</p> <p>If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.</p>	<p>Remark: It is proposed to make it 0.2% weekly with a maximum cap of 5 %.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
20	59	<p>5.72 Penalty Clause</p> <p>The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these schedules will constitute a material breach of performance. In the event that the Bank is forced to cancel an awarded contract relative to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.</p> <p>Delay in hardware/Network Link and related system software</p> <p><u>Penalty will be charged 1% of hardware cost/Network Link Cost per week or part thereof for delay in delivery and installation of hardware/Network Link beyond the timeline mentioned as part of Project Timelines subject to a maximum cap of 10% of the project cost.</u></p>	<p>Remark: It is proposed to make it 0.1% weekly with a maximum cap of 10 % of delayed items/services.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>

21	16	<p>Para 3</p> <p>The term of the Contract shall be for a period of 5 years from the date of successful commissioning of 1st VSAT Link at Bank's location; i.e., data traverses between VSAT Branch and DC/DRC. The (L1) rate agreed to by the shortlisted bidders will be non-negotiable for a period of the contract i.e. 5 years and it will be on opex model. The bidder shall have the option to agree for the extensions of the solution (from the date of expiry of the contract) for any period not less than one year at a time and for any number of times at the request of the Bank and at mutually agreed to commercials. In case of extension of the contract, the terms and conditions of this RFP will be applicable, unless stated otherwise.</p>	<p>Remark: The term of the Contract shall be for a period of 5 years from the date of successful commissioning of each Vsat link at the Bank's location as payments are to be made till each site completing 5 yrs post commissioning (including deemed cases). Please confirm.</p>	<p>Please refer to section 1.2 of the RFP/tender document which clearly states that "The term of the Contract shall be for a period of 5 years from the date of successful commissioning of 1st VSAT Link at Bank's location; i.e., data traverses between VSAT Branch and DC/DRC."</p>	Clarification
22	17	<p>3.1.4</p> <p>If at any existing location running on VSAT Links and at the later stage, RF network link is feasible at that location, Bank will surrender such VSAT links/devices, with the notice period of 2 Months.</p>	<p>Remark: Please clarify/Consider that such surrender shall be done after end of lock-in period only as mentioned in RFP.as this will be Opex Model RFP.</p>	<p>3.1.4</p> <p>If at any existing location running on VSAT Links and at the later stage, RF network link is feasible at that location, Bank will surrender such VSAT links/devices, with the notice period of 2 Months; in such cases, the number of link, shall be limited to 5% of number of links mentioned in Appendix-1 Bill of Material"</p>	Corrigendum
23	21	<p>3.1.34</p> <p>Bidder is required to take existing VSAT equipment (if any) out of the Bank premises within 2 weeks of installation of new VSAT equipment. Failure to do will result in Bank levying a penalty @INR 500 per week delay thereof to the Bidder.</p>	<p>Remark: Bank to issue Authorization letters for material Pickup along with Bank Notice to branches/ATM Custodians. Delay cannot be uncapped, so we request Bank to be capped at INR 1000/- irrespective of per week delay.</p>	<p>Bank to issue Authorization letters for material Pickup along with Bank Notice to branches Custodians No Change in this Penalty clause, the penalty clause stand as it is mentioned in RFP</p>	Clarification
24	44	<p>5.33</p> <p>Right to Inspect, Examine and Audit:</p>	<p>Remark:</p> <p>The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</p> <p>For visit to premise - Advance notice is needed with mutually agreed timelines</p>	<p>For visit to premises, Bidder shall be intimated well in advance.</p>	Clarification

25	49	<p style="text-align: center;">5.51 Exit Option and Contract Re-Negotiation-Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving thirty (30) days prior written notice to the service provider.</p>	<p>Remark: As a rental project Bidder will be recovering the amount invested in the equipment over the complete rental period. Terminating the contract before the completion of rental period will be the huge financial loss to the bidder. So request you to delete this clause.</p>	Refer to point 4 Section 5.63 for lockin period	Clarification
26	75	<p style="text-align: center;">8 Payment Terms</p>	<p>Remark: Bidder request submission of invoices electronically in the format specified by bank along with supporting's.</p> <p>Bank should release the payment within 30 days of submission of invoices after deducting LD/Penalty.</p> <p>Bidder reserve a right for suspension of services in case of non payment of due for more than 60 days from due date.</p>	No Change. Please be guided by the RFP requirements.	Clarification
27		Additional Clause Suggested	<p>Remark: Bidder shall have the right to terminate the contract in the event of non payment of dues within 60 (sixty) days of raising the invoice.</p>	No Change. Please be guided by the RFP requirements.	Clarification
28		Additional Clause Suggested	<p>We request Bank to share the IC format for VSAT which bidder should consider.</p>	Refer to Annexure 14 In-operation Certificate	Clarification
29		Additional Clause Suggested	<p>we request Bank to keep the de-installed VSAT Hardware at Bank's premises.</p>	No Change. Please be guided by the RFP requirements.	Clarification
30		Additional Clause Suggested	<p>We request Bank to consider the rural Remote Branches</p>	No Change. Please be guided by the RFP requirements.	Clarification
31		Additional Clause Suggested	<p>We request Bank to consider a rate card for Hardware and services /OTS /Shifting Charges etc which will be required in case of Chargeable calls during project time.</p>	No Change. Please be guided by the RFP requirements.	Clarification

32	17	<p>3.1.3 If any Branch locations / offices of RRBs (UBGB & UBKGB) sponsored by Central Bank of India is not feasible on VSAT HTS network, in such case bidder is required to install Ku Band satellites links; however, later on if the same location/bank's office is feasible on VSAT HTS network, successful bidder should migrate to VSAT HTS network, with in two weeks, post informing the Bank in writing, without any additional cost to the bank. The upper limit for ku band VSAT consideration for RRBs locations should not be more than 10% of the total number of VSAT locations mentioned in PO. The Price for the Ku Band links should be same as that if HTS VSAT links. Also, the availability/ performance of the Ku band links should not be lower than that of HTS VSAT network links. The proposed HTS VSAT Hardware at all branches or Bank's office should capable to run Ku Band links (with 100% efficiency) on the same HTS VSAT end device/equipment deployed at Bank's locations.</p>	<p>We request Bank to extend upper limit of migration Ku/Traditional VSAT to HTS from 2 weeks to 6 Months in case the location is not feasible on HTS .</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
33	10 of 120	<p>1. Introduction 1.1 About the Bank Bank has implemented Finacle Core Banking Solution in all its branches from M/s Infosys as OEM and M/s Wipro Limited as the System Integrator. The RRBs collectively have 1193 branches and other offices.</p>	<p>Which Finacle version is used in the bank. What all other applications will be used in branches?</p>	<p>Will be shared with the successful bidder</p>	<p>Clarification</p>
34	10 of 120	<p>1. Introduction 1.1 About the Bank The Data Center (DC) of the Bank and RRBs and the CBS Project Management Office of the Bank & RRBs is located at CBD Belapur, Navi Mumbai with Disaster Recovery Site (DRS) at Hyderabad. CBI RRBs to setup NDR at Bank's NDR location.</p>	<p>Please share the complete address with contact details for DC and DR for backhaul feasibility?</p>	<p>Will be shared with the successful bidder</p>	<p>Clarification</p>
35	13 of 120	<p>1.6 Bidder's Scope of Work Bidders is required to supply, install, commission, and integrate and maintenance of High Throuput Satellite (HTS) VSAT Networks (including VSAT ODU/IDU/supporting VSAT Accessories) and dual LTE (SIM) based on private APN and static IP for the locations identified by Bank for a period of 5 years from the date of successful commissioning of first VSAT network Link at Bank's location on Rental/ OPEX model.</p>	<p>Please note that bank has asked for deal on Opex model with defined SLAs. Also bank has requested for defined VSAT bandwidth. There is no performance degradation if a bidder offers VSAT services through Non-HTS satellite. Also it may be the case that all bidder's may or may not have HTS services in India. We request bank to change it to HTS/Non-HTS to allow other vendors to participate.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>

36	13 of 120	<p>1.6 Bidder's Scope of Work</p> <p>1. The bidders are required to provide the VSAT Network links at 300 identified Branch locations including Branches & other offices. The 300 Locations are for the purpose of TCO; however successful bidder shall be paid on actual number of VSAT links commissioned.</p>	<p>Please clarify that is existing vendor allowed to use existing Infrastructure like Antennas, BUC, LNB, IFL cables and Routers for backhaul links and exiting link?</p> <p>We request bank to ask for completely new equipment's as this gives fair chance to all bidders</p>	<p>All branches has to be on new VSAT equipment's, part of the Opex Model</p>	Clarification
37	13 of 120	<p>3. The bidder is required to size and supply backhaul links for VSAT and dual LTE network upto Bank's DC & DRC at no additional cost to the bank.</p>	<p>We request bank to ask all bidders to size backhaul as per asked VSAT bandwidth</p>	<p>Refer to section 3.1.11 of RFP, backhaul links</p>	Clarification
38	13 of 120	<p>3. The bidder is required to size and supply backhaul links for VSAT and dual LTE network upto Bank's DC & DRC at no additional cost to the bank.</p>	<p>Please clarify the size of backhaul used as on today for 1150 locations?</p>	<p>Refer to section 3.1.11 of RFP, backhaul links</p>	Clarification
39	13 of 120	<p>4. Bidder is required to provide VSAT links, as primary links, for the branch/office locations where LL (Wired)/RF network links is not feasible. The Bandwidth for such locations should be 2 Mbps (1:5) on a per site basis i.e. on the out route 400 Kbps bandwidth burstable to 2 Mbps and in the in route 200 Kbps burstable to 1 Mbps bandwidth</p>	<p>Please clarify how many users are there per site in an RRB branch?</p>	<p>Will be shared with the successful bidder</p>	Clarification
40	13 of 120	<p>4. Bidder is required to provide VSAT links, as primary links, for the branch/office locations where LL (Wired)/RF network links is not feasible. The Bandwidth for such locations should be 2 Mbps (1:5) on a per site basis i.e. on the outroute 400 Kbps bandwidth burstable to 2 Mbps and in the inroute 200 Kbps burstable to 1 Mbps bandwidth</p>	<p>As per our understanding the requirement is for 3 Mbps total bandwidth and as per clause it should be 600 Kbps burstable to 3 Mbps?</p>	<p>The requirement is clearly specified in Appendix-2 Bill of Material</p>	Clarification
41	13 of 120	<p>5. Bidder is required to provide VSAT links, as secondary links for the Locations, where LL (Wired)/RF is feasible for one out of two Network Links at Branches/offices. The Bandwidth for such locations should be 2 Mbps (1:10). i.e. on the outroute 200 Kbps bandwidth burstable to 2 Mbps and in the inroute 100 Kbps burstable to 1Mbps bandwidth</p>	<p>As per our understanding for branches using VSAT as secondary the requirement is for 3 Mbps total bandwidth and as per clause it should be 300 Kbps burstable to 3 Mbps?</p>	<p>The requirement is clearly specified in Appendix-2 Bill of Material</p>	Clarification
42	13 of 120	<p>5. Bidder is required to provide VSAT links, as secondary links for the Locations, where LL (Wired)/RF is feasible for one out of two Network Links at Branches/offices. The Bandwidth for such locations should be 2 Mbps (1:10). i.e. on the outroute 200 Kbps bandwidth burstable to 2 Mbps and in the inroute 100 Kbps burstable to 1Mbps bandwidth</p>	<p>Please clarify that as on today, out of 1150 branches how many are using VSAT as primary and VSAT as secondary?</p>	<p>There is no co-relation between existing and new requirement</p>	Clarification
43	14 of 120	<p>2. Eligibility Criteria: 5</p> <p>The bidder should be a operating-profitmaking company in two out of last three financial years (i.e. 2018-19, 2019-20 and 2020-21). (Profits of only individual entity would be considered for evaluation)</p>	<p>As per industry standards and considering the banking operations, bank should ask bidders to be profitable in all three years, as a company non-profitable can also file for insolvency or bankruptcy. So to avoid any financial losses to the bank, we request bank to ask for bidder to be profitable in all three years with</p>	<p>No Change. Please be guided by the RFP requirements.</p>	Clarification

			positive network in all three years		
44	15 of 120	Bidder's Eligibility Criteria and OEM Eligibility Criteria	Which Eligibility criteria is applicable to VSAT service provider?	Refer to Point 13 to 19 of Section 2 Eligibility Criteria	Clarification
45	15 of 120	14 The bidder should be running in at least 50,000 VSAT links across all shared Hubs as last mile wherein the end user customer is Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date	the tender requirement is for 300 locations, we request bank to amend it to 10,000 VSAT links	The revised line item should be read as "14 The bidder should be running in at least 10,000 VSAT links across all shared Hubs as last mile wherein the end user customer is Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date"	Corrigendum
46	15 of 120	16. The bidder for dual LTE proposed link which should be running in at-least 1500 dual LTE (Long Term Evolution) with private network APN links as last mile wherein the end user customer in a Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date	Please allow the clause as modified below. "The bidder for dual/single LTE/Cellular proposed link which should be running in at-least 1500 dual/single LTE (Long Term Evolution)/Cellular with private network APN links as last mile wherein the end user customer in a Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date	The revised clause should be read as "16. The bidder for dual LTE proposed link which should be running in at-least 1500 dual/single LTE (Long Term Evolution) with private network APN links as last mile wherein the end user customer in a Public / Private Sector Bank /Financial Institutions/ Government Organization/PSU within India as on RFP submission date" However our requirement is of dual LTE network Links	Corrigendum
47	15 of 120	17. The bidder for Category link should have an experience of minimum 3 year in providing proposed DUAL LTE - VPN connectivity in India from the date of publication of this tender.	Please allow the clause as modified below. The bidder for Category link should have an experience of minimum 3 year in providing proposed DUAL/single LTE/ Cellular- VPN connectivity in India from the date of publication of this tender.	The revised clause should be read as "17. The bidder for Category link should have an experience of minimum 3 year in providing proposed DUAL/Single LTE/Cellular - VPN connectivity in India from the date of publication of this tender." However our requirement is of dual LTE network Links	Corrigendum
48	16 of 120	2. Eligibility Criteria: Note In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.	We request bank to consider Experience credentials of the Bidding entity only.	No Change. Please be guided by the RFP requirements.	Clarification

49	17 of 120	<p>3. Detailed Scope of Work</p> <p>3.1.1 The Bidder's scope of work as per the conditions and technical specifications of RFP include supply, obtaining necessary road permits and other related permits, transportation, local delivery, storage, cabling, installation and commissioning of VSATs at the identified locations including IP address design (as per IP Schema provided by the Bank), implementation, integration, migration, acceptance testing and also includes transit insurance, storage and installation, insurance even after Acceptance by the bank, documentation, warranty, annual maintenance.</p>	<p>Please see that IP Schema design can be decided mutually as it may happen that IP address decided by bank may not be feasible with the bidder, so therefore we request bank to consider that IP address schema can be decided mutually</p>	<p>Will be shared with the successful bidder</p>	<p>Clarification</p>
50	17 of 120	<p>3. Detailed Scope of Work</p> <p>3.1.1 The Bidder's scope of work as per the conditions and technical specifications of RFP include supply, obtaining necessary road permits and other related permits, transportation, local delivery, storage, cabling, installation and commissioning of VSATs at the identified locations including IP address design (as per IP Schema provided by the Bank), implementation, integration, migration, acceptance testing and also includes transit insurance, storage and installation, insurance even after Acceptance by the bank, documentation, warranty, annual maintenance.</p>	<p>As it's a opex deal, insurance, warranty and AMC should not be applicable here as it becomes bidder's responsibility to maintain the network 24X7X365</p>	<p>The revised clause should be read as "3. Detailed Scope of Work 3.1.1 The Bidder's scope of work as per the conditions and technical specifications of RFP include supply, obtaining necessary road permits and other related permits, transportation, local delivery, storage, cabling, installation and commissioning of VSATs at the identified locations including IP address design (as per IP Schema provided by the Bank), implementation, integration, migration, acceptance testing and also includes transit insurance, storage and installation, insurance"</p>	<p>Corrigendum</p>
51	17 of 120	<p>3.1.3 If any Branch locations / offices of RRBs (UBGB & UBKGB) sponsored by Central Bank of India is not feasible on VSAT HTS network, in such case bidder is required to install Ku Band satellites links; however, later on if the same location/bank's office is feasible on VSAT HTS network, successful bidder should migrate to VSAT HTS network, with in two weeks, post informing the Bank in writing, without any additional cost to the bank. The upper limit for ku band VSAT consideration for RRBs locations should not be more than 10% of the total number of VSAT locations mentioned in PO. The Price for the Ku Band links should be same as that if HTS VSAT links. Also, the availability/ performance of the Ku band links should not be lower than that of HTS VSAT network links. The proposed HTS VSAT Hardware at all branches or Bank's office should capable to run Ku Band links (with 100% efficiency) on the same HTS VSAT end device/equipment deployed at Bank's locations.</p>	<p>VSAT HTS network also works on Ku band, thus HTS or Non-HTS Network both are on Ku band and have same performance.</p> <p>As bidder is providing VSAT Connectivity services to bank, Bank will be ensured services as asked by bank for their branches. Bank is hiring VSAT services with defined SLA, hence this clause should be removed.</p> <p>We request bank to remove this clause as providing services on HTS/Non-HTS has no impact on performance/SLA of the network.</p>	<p>No Change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
52	17 of 120	<p>3.1.4 If at any existing location running on VSAT Links and at the later stage, RF network link is feasible at that location, Bank will surrender such VSAT links/devices, with the notice period of 2 Months.</p>	<p>Is it applicable for VSATs used as primary or VSATs used as secondary?</p>	<p>In case of bank's location is on single LL/RF Link in such VSAT shall be used as secondary network link</p>	<p>Clarification</p>

53	18 of 120	3.1.5, All reports which are required for the monitoring the utilization, downtime, packet loss, latency, etc. are to be provided. All reports which are required for SLA calculation is to be provided by the selected bidder.	Packet loss can happen at any point in the network, even at branch's LAN or at DC/DR LAN. VSAT service provider is provider connectivity, we can provide reports on Utilisation, Downtime, SLA based on calls logged, downcalls attended and rectification time. Latency is a real-time feature and can be checked by any bank official at any point in time	No Change. Please be guided by the RFP requirements.	Clarification
54	18 of 120	3.1.10 However for the dual LTE network monthly uptime SLA of 98%	LTE operation works in shared Network and penalty for the downtime needs to be rationalised.	No Change. Please be guided by the RFP requirements.	Clarification
55	19 of 120	3.1.17 Installation and commissioning of VSAT equipment's at any sites will be specified by the bank. Bank will ensure readiness of the sites in time. Bidder shall provide platform/snow shield/proper ballast/conduit for IFL cable/Lightening protector wherever necessary without any additional cost to the bank.	How many sites as on today? 1. Needs Platform? 2. Needs Snow shield? 3. Lightening protector? Or bank can provide details on existing numbers of these items out of 1150 branches	It is bidder responsibility to assess requirement of platform/snow shield/proper ballast/conduit for IFL cable/ Lightening protector based on branch's physical environment.	Clarification
56	19 of 120	3.1.18 All the cabling should be done with proper clamping and with conduit and should be neat and structured with PVC conduit pipe. It's the bidder responsibility to drill a hole to take the cable inside the premises with the permission of Branch Manager and landlord.	Does every bidder needs to do fresh clamping and conducting, or any bidder is allowed to use the existing conduits and clamps?	No Change. Please be guided by the RFP requirements.	Clarification
57	20 of 120	3.1.22 In future, bank may carry out design modification and/or application addition to the bank network, including modification for the security policy implementation. Accordingly vendor should carry out necessary configuration changes in the VSAT network, as advised by the bank time to time and no additional cost will be borne by the bank in this regard.	Please note that in case such modifications incurs cost to bidder then bank has to bear such costs	No Change. Please be guided by the RFP requirements.	Clarification
58	21 of 120	3.1.33 With the advent on new VSAT HTS technology, Bank has to opt for new VSAT equipment's, hence bidder has to Buy Back existing VSAT Equipment's at Branches. Refer to Appendix- 1: Commercial Bill of material for buyback equipment's details.	Requesting you to remove this clause in order to avoid any preference to any of the bidder.	No Change. Please be guided by the RFP requirements.	Clarification

59	21 of 120	3.1.39 The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder's responsibility and Bank will not be responsible for any damage to bidder equipment due to voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, Physical damage, fire and natural calamities, etc. The bidder also has to arrange for the necessary insurance for the equipment installed at branch premises with no additional cost to bank for the period of contract. Bidder has to replace any damage equipment's for whatsoever reason without any additional cost to Bank.	We request bank to reconsider this clause as improper site conditions will cause huge loss to bidders. We request bank to pay for the hardware on actuals in cases of voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, Physical damage, fire, or any site related issues.	No Change. Please be guided by the RFP requirements.	Clarification
60	21 of 120	3.2 Provision of Dedicated Team at Bank's office	Please specify the number of resource required for the same	Will be shared with the successful bidder	Clarification
61	22 of 120	3.2.7 Bidder device should dynamic routing protocols i.e. Border Gateway Protocol (BGP).	We assume bank will initiate BGP/dynamic routing protocols from bank's branch router and VSAT should support it	Yes, your understanding is correct	Clarification
62	22 of 120	3.2.10 Bidder has to submit the project plan to bank as per the scope of work defined in this RFP for project implementation before delivering the links within 7 working days from the date of award of the contract.	Project Plan should be minimum 20 days from the date of PO as, to make a project plan it depends upon number of Links, their locations, site readiness and other factors, which will actually help in making the project plan.	No Change. Please be guided by the RFP requirements.	Clarification
63	22 of 120	3.2.11 c. The bidder should be able to change the routing protocol in their VSAT network without any hiccups i.e. branch to DC or DR site and vice versa.	Please note that every bidder has different OEMs, and it depends upon technical feasibility whether protocols can be changed or not. However if technically its possible definitely same will be done without any extra cost to bidder.	No Change. Please be guided by the RFP requirements.	Clarification
64	22 of 120	3.2.13 The Bidder should have defined traffic transport QoS (Quality of Service) parameters, which provide throughput, latency, packet loss, jitter commitments and application prioritization.	Please elaborate on the specific QOS requirement.	Will be shared with the successful bidder	Clarification
65	22 of 120	3.2.14 Bidder should ensure the round trip delay should not be more than 300 milli seconds (ms) during 50% bandwidth utilization on dual LTE; and uptime of 98% monthly	As LTE is a shared network and for enterprise network there is no dedicated SLAs provided by LTE/Cellular companies, hence depending upon the traffic and coverage of the LTE/Cellular network, latency may vary. Hence 300ms cannot be assured every point in time. Requesting bank to remove this clause	No Change. Please be guided by the RFP requirements.	Clarification

66	23 of 120	3.2.16 The bidder has to monitor the required VSAT network and bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement. However, bidder has to find out the solution for providing pro-active monitoring of links without using SNMP trap from branch/offices router.	NMS ideally supports SNMP, the solution for providing pro-active monitoring of links without using SNMP trap from branch/offices router is not possible to capture all the monitoring requirement. Please accept to provide us SNMP trap.	No Change. Please be guided by the RFP requirements.	Clarification
67	23 of 120	3.2.21 Bidder should ensure the availability of Uptime of all requested links as per SLA. At any point of time branch should have availability VSAT links. However, the Bidder has to comply with this requirement and have to provide necessary configuration for testing of link as active-active and also failure one link all traffic should divert on other link and vice versa. Bidder has to submit the declaration during the bid submission.	We will comply however the shifting and the configuration in branch router should be bank's responsibility	Yes, your understanding is correct	Clarification
68	23 of 120	3.2.21 Bidder should ensure the availability of Uptime of all requested links as per SLA. At any point of time branch should have availability VSAT links. However, the Bidder has to comply with this requirement and have to provide necessary configuration for testing of link as active-active and also failure one link all traffic should divert on other link and vice versa. Bidder has to submit the declaration during the bid submission.	Please clarify that sites with Primary as other media link, bank will consider VSAT+LTE as secondary in total? What is the understanding of bank. Please describe active scenarios where VSAT is used as Primary and VSAT is used as secondary	The Bank is in the process of SD-WAN, past that Bank will use both the links in active-active mode	Clarification
69	23 of 120	3.2.22 Bidder has to configure the VSAT network as per the bank's QoS policy in coordination with bank's Facility Management Team. This feature should be available from day one of the project.	To comply with this any bidder should be aware of the QoS policy to be implemented, hence we request to share the details to check the compliance before bidding.	Will be shared with the successful bidder	Clarification
70	23 of 120	3.2.24 Bidder should provide one-week minimum advance intimation to bank designated team for carrying out any maintenance activity in bidder network. Such activity should not be more than 1hour on single occasion and bidder should ensure such activity should be carried out between 01.00 AM to 04.00AM without impacting bank's business. Bidder should ensure availability of network after the completion of maintenance activity for all branches and offices. After completion of the activity bidder has to submit the activity report to bank designated team, such reports should states the availability of network for bank branches and offices.	Bidder will comply wrt the point i.e. "activity should be carried out between 01.00 AM to 04.00AM without impacting bank's business", but it may vary from 1 hour to 2 hours or more. As maintenance activity time can be extended due to any unavoidable or unforeseen circumstances.	No Change. Please be guided by the RFP requirements.	Clarification
71	24 of 120	3.2.27 It shall be the responsibility of the Bidder to configure the solution as per the Secure Configuration Document (SCD) of the Bank, fixing security vulnerabilities, mitigation of various audit points, VAPT points and taking prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.	To comply with this any bidder should be aware of the "Secure configuration" to be implemented, hence we request to share the details to check the compliance before bidding.	Will be shared with the successful bidder	Clarification

72	24 of 120	3.2.33 Bidder shall provide, without any additional cost to the Bank, adequate protection for the pole/antenna like Monkey protection, Snow Shield/other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this RFP but are required for making the branch/ office live on the network via wired/wireless (RF) link shall be provided by the selected bidder at no extra cost to the Bank.	Please clarify the understanding	The requirement is clearly spelt in the clause itself	Clarification
73	26 of 120	3.2.41 The Bidder shall provide site-wise uptime along with bandwidth utilization on monthly basis in the form of a report, as also on the dash board. Bidder should provide the detailed methodology of monitoring and calculating the up-time in the technical bid. Bank reserves the right to evaluate the methodology suggested by the Bidders. In case the suggested methodology is not acceptable to the Bank, the Bank shall prescribe a suitable method at the time of implementation of the project. The report format shall be finalized by the Bank in consultation with the selected bidders.	Site wise report will be available in the NMS portal for download which includes the uptime and bandwidth utilization.	No Change. Please be guided by the RFP requirements.	Clarification
74	28 of 120	3.4 Maintenance support c. Bidder has to provide all kind of reports which are going to be used for SLA calculation in a mutually agreed format viz. Bandwidth utilization report of any site at any point of time, down-call report with complete details etc. Bidder has to pro-actively share the bandwidth utilization report for backhaul links where utilization is beyond 70% on weekly basis after due diligence from there end. Bidder should ensure all SLA reports should be available from the bidders NMS portal.	Site wise Bandwidth utilization report as well as down call report will be available for download from the respective portals. Requesting you to accept the same.	No Change. Please be guided by the RFP requirements.	Clarification
75	28 of 120	f. Bidders monitoring tool should have Real time dash board showing summary of the network like number of up and down branches, and link percentage etc. or as advised by bank. All terminated links at bank locations should be available on the bidder's portal including backhaul links. Bidder should provide the services on monitoring tool to extract information branch wise/zone wise/entire locations. Bidder monitoring tool should have customization facility as per bank requirement. The bidder will make necessary customization for the bank to provide monitoring portal to bank's location with read and download privileges to the designated users of the bank.	Site wise Bandwidth utilization report as well as down call report will be available for download from the respective portals. However based on the feasibility of the requirement customization would be taken up. Requesting you to accept the same.	No Change. Please be guided by the RFP requirements.	Clarification
76	46 of 120	5.38 Force Majeure	We request bank to include "rainfall" also in Force majeure as in Ku band sites are tend to go down due to technical limitation and is beyond control of either parties.	No Change. Please be guided by the RFP requirements.	Clarification
77		9.2 Service Level Agreement (SLA) Terms and conditions: 8.2 Branches/offices links (Wired/RF/4G):	We request bank to change to below SLA for the network at branches as 100% monthly rental is very high.	No Change. Please be guided by the RFP requirements.	Clarification

78	3	Appendix 1 - Bill of Material_v2 DUAL LTE: 2 Mbps	Please note that assured 2 mbps any point in time cannot be guaranteed by any LTE service provider, hence we request to change it to Upto 2 Mbps	No Change. Please be guided by the RFP requirements.	Clarification
79	2	Appendix 2 - Minimum Technical Specifications for HTS and Dual LTE- Revised Minimum Technical Specification for Dual LTE 7. POE: 1 (11-28V)	We request to remove this clause as our Dual LTE partner is not meeting the same. POE is required generally in industrial applications For Branch/ATM's are not required	The revised clause should be read as "Appendix 2 - Minimum Technical Specifications for HTS and Dual LTE- Revised Minimum Technical Specification for Dual LTE 7. POE: 1 (11-28V) [Optional]"	Corrigendum
80	1	3 3. Physical Interface 3.1 a) No. of Ethernet ports	Please note that the 4 ports on the IDU are unmanaged switch ports and cannot be blocked, hence these unmanaged open ports are vulnerable and as these cannot be controlled and they are open to externals attacks. Hence we request bank to change it to Single Ethernet port on VSAT IDU.	No Change. Please be guided by the RFP requirements.	Clarification
81	NA	General	Please note that LTE works on best efforts basis hence the scope of work and other terms and conditions defined may not be applicable to LTE connection	No Change. Please be guided by the RFP requirements.	Clarification
82	41 of 120 5.31 Indemnity	Indemnity i. The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.	Since we are only providing the connectivity to the bank and there will not be any software supply. Hence this clause is not applicable and hence please be removed.	No Change. Please be guided by the RFP requirements.	Clarification
83	45 of 120	Limitation of Liability. The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value.	Suggested Changes: The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the proportionate contract value till the liability accrued from the commencement date.	No Change. Please be guided by the RFP requirements.	Clarification

84	49 of 120	<p>5.51 Exit Option and Contract Re-Negotiation :</p> <p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favourable terms in case such terms are offered in the industry at that time.</p>	<p>Suggested Changes: 5.51 Exit Option and Contract Re-Negotiation :</p> <p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favourable terms in case such terms are offered in the industry at that time.- This is most unfavorable condition for bidder, Requesting Bank to remove this clause</p>	No Change. Please be guided by the RFP requirements.	Clarification
85	54 of 120	<p>Termination for Convenience The Bank, by written notice sent to the Service Provider, 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 Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The bank, at any point during the duration of contract after a lock-in period of 3 years from the date of acceptance of Purchase Order, may terminate contract by giving 60 days advance notice to the bidders without assigning whatsoever reason.</p>	<p>Suggested Changes: Termination for Convenience The Bank by written notice sent to the Service Provider after a lock-in period of 3 years from the date of acceptance of Purchase Order, may terminate the Contract in whole or in part by giving 60 days advance notice to the bidder, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience.</p>	No Change. Please be guided by the RFP requirements.	Clarification
86	NA	General- 2 PO Clause	Please allow consortium bidding (parent and its subsidiary). Either one of them must have a valid VSAT License, accordingly PO shall be issued to the respective consortium partner for their respective deliverables of the tender scope.	No Change. Please be guided by the RFP requirements.	Clarification
87	76 of 120	9.2 Service Level Agreement (SLA) Terms and conditions: Contracted Hrs	Please consider working hrs between 9AM and 6 PM for sla calculation	No Change. Please be guided by the RFP requirements.	Clarification
88	General	Last Date, Time and Place for receipt of tender offers	Requesting to consider 3 weeks extension	Last Date for receipt of tender offers is extend till 22-09-2022.	Corrigendum

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