



**ODISHA GRAMYA BANK**  
Information Technology Department  
Head Office, Gandamunda, P.O.-Khandagiri, Bhubaneswar

**RFP Ref. No. RFP/ITD/NETWORK/003/2018-19 dated 02nd January 2019, Amendment\_1 Date: 25-01-2019**

**AMENDMENT\_1: RFP for RATE CONTRACT FOR IMPLEMENTATION & MAINTENANCE OF VSAT AND MPLS VPN OVER RF & 4G LAST MILE ON OPEX (RENTAL) MODEL**

Pre-Bid query and Amendment to RFP for RATE CONTRACT FOR IMPLEMENTATION & MAINTENANCE OF VSAT AND MPLS VPN OVER RF & 4G LAST MILE ON OPEX (RENTAL) MODEL (RFP: RFP/ITD/NETWORK/003/2018-19 dated 02nd January 2019). Pre-Bid Meeting Dated 11th January 2019					
SI No	Page No	Head	Clause	Suggestion/Remarks/ Queries	Bank's Remark
1	10	3.1 Scope of work:	<b>C. Category – 3 (VSAT link)</b> One service provider for VSATs of 256Kbps dedicated satellite bandwidth.	Request to consider Pooled bandwidth for all VSAT sites for more efficient use of VSAT bandwidth.	<b>No Amendment</b> One service provider for VSATs with 256Kbps dedicated satellite bandwidth
2		General	Existing Routers	Since the links will be terminated on existing routers of Bank, Bidder will only provide Ethernet Hands off. We are considering all the routers to be provided by Bank	<b>No Amendment</b> All routers at Bank's Data Centres, branches and offices will be provided by bank. Successful bidder should provide only Ethernet Hands off at designated port of bank's router.
3	12	Backhaul	All selected bidders should provide 2 backhauls (redundant 1 active – 1 passive) at OGB, DC and 2 backhauls (redundant 1 active – 1 passive) at OGB, DR. At both DC and DR, these backhauls should be provided from two different rings / two different pops but at the Data Center and DR.	Are this point talking about two OFC cable entering from two different directions of same service provider from two different rings. Pls clarify.	<b>No Amendment</b>
4	16	4.1 Eligibility Criteria	<b>Security Certificate:</b> 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.	We use encryption for security, however getting certificates for RF, 4G and VSAT equipment's will be a challenge as desired. Request you to delete this clause.	<b>No Amendment</b>
5	16	4.1 Eligibility Criteria	Managed Services and Remote NOC:	Please Clarify: Do you need Remote NoC Management. If yes, pls note that since we need to terminate links in your router. The visibility of the router to be provided for NOC Management by bidder. Only partial NoC Management is possible with	<b>Clarification:</b> Bank is asking for details of NOC of Service Provider for managing the network provided till the Customer Premises Equipment (CPE) termination point.

				links terminated on Customer router. VSAT can't be under Managed Services of NoC	As CPE will be provided by Bank, the manageability of CPE will be in the scope of bank.
6	15	4.1 Eligibility Criteria	<b>For Category 2 link (4G Last Mile):</b> 3. The bidder for "Category 2" link should have their own operational 4G based MPLS network. The bidder / consortium partner also must have valid license to operate 4G based MPLS network in India and should be valid throughout the contract period. Bidder should submit a copy of license agreement.	We understand that UASL license shall be submitted against this clause. Please confirm.	<b>Amendment:</b> The bidder / consortium partner for "Category 2" link should have their own operational 4G based MPLS network. Either the bidder / consortium partner must have valid license to operate 4G based MPLS network in India and should be valid throughout the contract period. Bidder should submit a copy of license agreement.  If the license of Bidder /consortium partner is having renewal scheduled during the contract period as per this RFP. The bidder / consortium partner should give a declaration in this regards from the bidder / consortium partner.  <b>Clarification:</b> Bidder may submit copy of any of the license like Basic Licensees, CMTS Licensees, UAS Licensees or any relevant license issued by DoT.
7	15	4.1 Eligibility Criteria	<b>For Category 3 link (VSAT)</b> The bidder for "Category-3" link should have deployed VSAT System in at least one Scheduled Commercial Bank or any Bank in India with minimum 200 Ku-Band VSATs and maintained for more than 3 years. Bidder should submit copy of Purchase Order or Completion certificate from respective bank(s).	Kindly allow bidder to submit parent company/subsidiary credentials against Category-3 VSAT eligibility criteria.	<b>Amendment:</b> The bidder ( <b>parent company or 100% subsidiary company</b> ) for "Category-3" link should have deployed VSAT System in at least one Scheduled Commercial Bank or any Bank in India with minimum 200 Ku-Band VSATs and maintained for more than 3 years. Bidder should submit copy of Purchase Order or Completion certificate from respective bank(s).

8	13 & 36	Single Point of Contact & Support Staff at Head Office --- 3.3 & 8.36	<p>1) During implementation and delivery of the project in Category 1 and 2, the selected bidder should deploy a dedicated engineer at Head Office of OGB.</p> <p>2) After implementation and delivery of the project, bidders at their sole discretion may deploy a dedicated engineer at Head Office of OGB. However, for support after 100% delivery of ordered location, the vendor should assign a single point of contact for all type of Call / Tickets.</p> <p><b>**Selected vendor in Category 1 and Category 2 links with more than 100 numbers of links, should depute a support person at Head Office of Odisha Gramya Bank to handle all the issues related to this project during Office hour of Bank from date of Acceptance of Purchase Order till end of contract period or termination of this contract whichever is earlier.</b></p>	<p>Please refer both the clauses are contradictory. Request to clarify if the support person/resident engineer required for project delivery phase or complete contract period. Also request to confirm the exact number of support person required at OGB Head Office &amp; type of qualification of the engineer. Please also elaborate Scope of Work for support person/resident engineer.</p>	<p><b>Amendment:</b></p> <p>1) During implementation and delivery of the project in Category 1 and 2, the selected bidder should deploy a dedicated engineer at Head Office of OGB.</p> <p>2) After implementation and 100% delivery of links at ordered locations, Selected vendor in Category 1 and Category 2 links with &gt;= 100 numbers of links, should depute a support person at Head Office of Odisha Gramya Bank to handle all the issues related to this project during Office hour of Bank till end of contract period or termination of this contract whichever is earlier.</p>
9	21	Bid Evaluation Process --- 5.27-Stage 2	Envelope 'C' of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract. The Commercial bid submitted will be evaluated for the Category(s) that the bidder qualify the eligibility and technical criteria for respective Category(s).	Request to confirm the exact criteria for selection of L1 bidder. If any bidder quote for higher number of location in category 1 & 2 although the quoted price is not L1, will the contract be awarded to L1 bidder even if the feasibility on category 1 & 2 is less than other bidder and more than minimum qualifying location.	<p><b>Clarification:</b></p> <p>If any bidder quote for higher number of location in category 1 &amp; 2 although the quoted price is not L1, the contract will be awarded to L1 bidder even if the feasibility on category 1 &amp; 2 is less than other bidder and more than minimum qualifying location.</p>
10	19	Signing of Bid --- 5.14	The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney "Annexure I" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.	Request to allow the bidder to sign the bid document with authorization letter which may be supported by Power of Attorney in name of authorized person delegating the responsibility to other authorized person signing the bid. Preparing new Power of Attorney is time taking legal procedure.	<b>No Amendment</b>
11	15,52	4.1 Eligibility Criteria Annexure J - Eligibility Criteria Compliance(15)	The bidder for "Category 2" link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India with minimum 100 locations and maintained for more than 2 years. Bidder should submit copy of Purchase order and execution certificate from existing customer(s).	Request to modify as following: "The bidder for "Category 2" link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India with minimum 100 locations and maintained for atleast 1 year. Bidder should submit copy of Purchase order and execution certificate from existing customer(s)."	<p><b>Amendment:</b></p> <p>The bidder for "Category 2" link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India maintained for at least 1 year.</p>

12	15, 16	4.1 Eligibility Criteria --- 1	General: Bidder should submit copy of Purchase order and execution certificate from existing customer(s).	Request to consider letter of commissioning/customer mail testimonial along with PO copy.	<b>Amendment:</b> Bidder should submit copy of Purchase order and execution certificate or e-mail testimonial from existing customer(s).
13	33	8.27 Order Cancellation	Termination of Contract For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice.	Propose removal of the termination for convenience clause as this would adversely impact the bidder in view of its investments in the project.	<b>Amendment:</b> <b>8.27 Order Cancellation</b> OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone; i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,  ii. Serious discrepancy in the quality of service expected.  iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.  In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.
14	33	8.28 Termination of Contract --- 8.28	For Non-performance: OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by OGB).	Suggest termination be only for material defects in services and not on number of occasions as SLA breaches has already been accounted for.	<b>Amendment:</b> <b>8.28 Termination of Contract</b> <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.  <b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).  <b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.  Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.

15	10	Category 1: For MPLS on Wireless or RF last mile --- 1	All bidder for MPLS on Wireless or RF last mile should have minimum of 100 feasible locations.	Bidder will able to make the locations feasible irrespective of pole height limitation	<b>Amendment:</b> All bidder for MPLS on RF last mile should have minimum of 100 feasible locations with pole height of either 3m / 6m Roof Top Pole(RTP) or 9m / 12m Ground Based Pole(GBP) /Tower(GBT). <b>Bidder should mark the location "Not Feasible" if the site is feasible with RTP height more than 6m and GBP/GBT height more than 12m for MPLS on RF last mile.</b>
16	10	Category 1: For MPLS on Wireless or RF last mile --- 3	For Wireless and RF last mile, the height of the roof top pole / tower should not exceed 6 m and Ground based pole / tower should not exceed 9m.	In case the locations are feasible more than the height of 6 & 9 m then bank has to infirm the bidder within 2 ot 3 days to deliver the location or not. The bidder will have all right to declare the location not feasible if no information received from the customer.	<b>Amendment:</b> All bidder for MPLS on RF last mile should have minimum of 100 feasible locations with pole height of either 3m / 6m Roof Top Pole(RTP) or 9m / 12m Ground Based Pole(GBP) /Tower(GBT). <b>Bidder should mark the location "Not Feasible" if the site is feasible with RTP height more than 6m and GBP/GBT height more than 12m for MPLS on RF last mile.</b>
17	11	Category 1: For MPLS on Wireless or RF last mile --- 6	The backhaul bandwidth should be 40% of the total bandwidth of all ordered locations.	It recommeded to increase it to minimum 60% to 70%.	<b>No Amendment:</b>
18	11	Category 2: For MPLS on 4G last mile --- 5	The MPLS 4G should provide minimum of 256Kbps bandwidth per location at any point of time. The MPLS should be in mess topology.	Connectivity on 3g/4g media will be on best effort basis. No commitment can be given & no criteria is available to check the available BW, jitter, packet drop, latency and SLA. Kindly amend the caluse accordingly.	<b>Amendment:</b> The MPLS 4G should provide minimum of 256Kbps bandwidth per location. The MPLS should be in mess topology.
19	11	Category 2: For MPLS on 4G last mile --- 7	Bank will do a POC to check the reliability of the MPLS 4G link of the service provider before awarding the contract.	POC duration must be additional to the project delivery time lines. Kindly confirm the duration for the POC closure.	<b>Amendment:</b> Bank will do a POC to check the reliability of the MPLS 4G link of the service provider within 10 days from date of opening of technical bid. Bidders for Category - 2 link should make two feasible sites of OGB ready before date of opening of technical bid with coordination with Bank's network Cell. The result of POC will be used for qualification of bidder in Category - 2 in technical bid.  Bidder need to setup one MPLS 4G setup at Head Office and another at any of the feasible branch location with confirmation from Bank's Network Cell.
20	12	Backhaul --- 1	All selected bidder should provide the redundant backhuals with cross-connects at both the end, free of cost to the bank. The bidder has to factorize the onetime cost and recurring cost of backhaul on total cost of the project.	With this we understand that dual (primary/secondary) connectivity on fiber lastmile is required to deliver at backhaul/ hub location.	<b>Clarification:</b> The dual (Primary / Secondary) connectivity on fiber should be delivered to the MUX port at DC and DRC and the cross-connect should on Ethernet hand-off at designated Gigabit Ethernet port of Bank's router.

21	24	Proof of Concept (POC) for Category-2 Link: ---	<p>1 The Link should support BGP protocol either between interface IPs or Loopback IPs.</p> <p>2 Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 99.8% reply.</p> <p>3 File size of 10 Mega Byte should be downloaded completely within 6min when transferred between two locations.</p> <p>4 Web page with 1 Mega Byte page should load within 40 sec.</p>	As ,mentioned 4G media is on best effort basis. Kindly remove this clause.	<p><b>Amendment:</b> Bidder in "Category-2" links will be marked qualified in the POC test if and only if, the link in test qualifies on all the four qualifying criteria mentioned below:</p> <ol style="list-style-type: none"> <li>1. The Link should support BGP protocol either between interface IPs or Loopback IPs.</li> <li>2. The BGP should be in established state at both the end with BGP established age of more than 6 Hours.</li> <li>2 Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 97% reply.</li> <li>3 File size of 10 Mega Byte should be downloaded completely within 10min when transferred between two locations.</li> <li>4 Web page with 1 Mega Byte page should load within 60 sec.</li> </ol> <p>Commercial bid for of disqualified bidder will not be open or will not be consider for L1 selection.</p>
22		Delivery Schedule for Category 1 --- 2	<p>Phase 1 35% of ordered locations 8 weeks</p> <p>Phase 2 75% of ordered locations 12weeks</p> <p>Phase 3 100% of ordered locations 16 weeks</p>	<p>Please revise the delivery time lines to</p> <p>Phase 1 35% of ordered locations 10 weeks</p> <p>Phase 2 65% of ordered locations 12weeks</p> <p>Phase 3 100% of ordered locations 16 weeks</p>	<p><b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.</p>
23	25	Delivery Schedule for Category 3 --- 4	Bank may order delivery of some VSATs Hardware at Head Office Warehouse for future use at branches. Bank will gradually intimate the selected vendor to shifting the VSATs from Head Office Warehouse to branch premises as an when required. Such shifting will be restricted to location within 13 operation district of Odisha.	<p>Bank has to ensure the none of the delivered hardware got damaged, misplaced or lost. Bank has to bear the cost as per the shared rate card in such cases.</p> <p>It is suggested to allow bidder to deliver the hardware at location where the connetivity is required.</p>	<p><b>Amendment:</b> After instruction of bank over e-mail, bidder should deliver the VSAT Hardware directly at the ordered location or delivery location.</p>
24	25	Delivery Schedule for Category 3 --- 4	In such case, the vendor has to arrange for courier or transportation free of cost. Bank will release the payment for VSAT Hardware only and the payment for installation will be released after installation of VSAT at designated location of Bank.	Shifting charges will be applicable as per actual.	<p><b>Amendment:</b> The clause for VSAT delivery at Head Office Stock has been removed.</p>
25	25	Network Availability (SLA Network Uptime): --- 8.9	All branch locations should have uptime as per the above table per month and excluding the scheduled preventive maintenance, the down time due to bank's decision and also the down time should be restricted to 3 hours in a single event during the working hours of the bank's locations.	Please revise it to 4 hours for all locations.	<p><b>Amendment:</b> All branch locations should have uptime as per the above table per month and excluding the scheduled preventive maintenance, the down time due to bank's decision and also the down time should be restricted to 4 hours in a single event during the working hours of the bank's locations.</p>

26	27	Link up-gradation (SLA for Up-Gradation): --- 8.1	Any Up-gradation of bandwidth at any of the branches/location should be made available within 21 days from the date of work order or notification by e-mail from controlling office of Bank and the same should be provided without any downtime for the existing systems and network.	Kindly revise it to 21 working days. Also delivery time will start from the date of receiving PO along with required documents from the bank. Bidder will not be able to initiate the upgrade on mail communication.	<b>Amendment:</b> Any Up-gradation of bandwidth at any of the branches/location should be made available within 21 days from the date of work order from controlling office of Bank and the same should be provided without any downtime for the existing systems and network.
27	27	Penalty Clauses: --- 8.12	In case the service provider has completed all the necessary required infrastructure but the link could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations. The service provider has to record the reasons for the delay in providing the link and communicate to ITD, Administrative Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.	Bidder will share the scanned/print copy of all the documents and will not be liable to maintain the original hard copy of any document.	<b>No Amendment</b>
28	28	Penalty for not meeting the SLA on Network Uptime: --- 3	If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.	Please remove this clause	<b>No Amendment</b>
29	28	Penalty for not meeting the SLA on Network Uptime: ---	When there is downtime in any of the data centers, all the locations which are connected to the respective data center will be reckoned as down.	This will be applicable in case both DC & DR are down at same time otherwise no penalty must be applicable.	<b>Clarification:</b> As both the DC and DRC have independent application working as business critical application for branches, any of the location either DC or DRC gets isolated from the MPLS than this clause will be applicable.
30	28	Warranties and Support --- 8.13	The warrantee should cover damage to the external Pole / Tower and all equipment / Hardware provided by Vendor due to all causes except Lightning, Cyclone with wind speed more than 150Km per hour and earthquake.	This falls under force majeure so cannot be covered under warranty and support. Kindly amend the clause.	<b>No Amendment</b>
31	30	Shifting of Link --- 8.18	The shifting activity should be completed within 10 days of release of PO through e-mail only.	Shifting lines will be as per the feasibility. However for RF lastmile it must be minimum 4 weeks, 4G lastmile minimum 7 working days & for VSAT minimum 15 working days with in the radius of 10 km.	<b>Amendment:</b> The shifting activity should be completed within two weeks from date of release of PO through e-mail only.

32		Additional ---		First level troubleshooting will be done by the LC from customer end under instruction of bidder support NOC. In case access is not available and LC is not responding then the delay caused due to customer end issues will not be allocated to bidder.	<b>No Amendment</b>
33		Additional ---		Internal cabling from false ceiling or POP wall will remain under the scope of customer.	<b>No Amendment</b>
34	Central spoke	Additional ---		Central spoke from customer is required to -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance.	<b>No Amendment</b> All communication should be done to network@odishabank.in or Network Cell, IT Department of OGB
35		Additional ---		NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	<b>No Amendment</b>
36		Additional ---		Roof Right access for RF Tower (wherever applicable) at every premises to be provided as and when required for installation purposes	<b>Clarification:</b> Roof Access for installation will be in the scope of Bank. Bidder should coordinate with respective branch manager to get the access to roof top.
37		Additional ---		Ladder, drilling machine will be arranged by customer	<b>Amendment:</b> 1. Ladder, drilling machine will be in the scope of selected bidder. 2. Earth pit will be provided by bank, but cabling of earth cable from pole or tower or ODU to the earth pit should be provided and done by bidder. 3. All material for concrete, welding and labor should be provided by the bidder.  Branch manager may provide assistant for arranging a temporary ladder and locating the earth pit only.
38		Additional ---		If the bank doesn't give acceptance within 3 days on test, it will be considered as deemed acceptance and billing will start from the 4th day onward.	<b>No Amendment</b>



39		Additional ---		SLA will be calculated basis the Quarterly uptime report shared by the bidder, where all the TT/SR along with the detailed RFO/RCA will be captured.	<b>No Amendment</b>
40		Additional ---		It would be customer responsibility to keep the delivered hardware properly at site. It should be opened in presence of bidder engineer. Any device if found physically damaged will not be covered under warranty/support. Customer has to release a separate PO for the replacement of damaged hardware.	<b>No Amendment</b>
41		Additional ---		Acceptance must be release sitewise within 24 to 48 hours of delivery and bidder will be allowed to active the billing immediately for the delivered site after receiving the acceptance from the bank from the date of acceptance. Payment shall be made sitewise.	<b>No Amendment</b>
42	29	8.1 Payment Terms:	Link acceptance will be provided by Head Office over email after successful testing of link and on submission of installation report by the vendor.	Bidder will do the ping check between the DC/DR and spoke locations and share the logs with the customer central spoc on mail.	<b>Amendment:</b> Link acceptance will be provided by Head Office over email after successful ping test of link from Head Office, DC, DRC and Application testing at branch premises and on submission of copy branch signed installation report by the vendor.
43		Additional ---		In case any of the location is declared not feasible due to any constraint which is beyond the control of the bidder then bidder have the right of declare the location technically not feasible and no penalty/LD must be applicable for the same and the site will be excluded from bidder scope.	<b>Amendment</b> Selected bidders would be allowed to declare maximum of 5% of the ordered locations as not feasible after stating the constraint which is beyond the control of bidder. This 5% location will be excluding the location declared as not doable by bank after releasing purchase order and work order.
44	15, 52	4.1 Eligibility Criteria Annexure J - Eligibility Criteria Compliance(15)	The bidder for "Category 2" link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India with minimum 100 locations and maintained for more than 2 years.	We would like to inform you that only recently the banks have started taking up 4G services, request you to please amend this clause.	<b>Amendment:</b> The bidder for "Category 2" link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India maintained for at least 1 year.
45	25	Implementation schedule - -- 8.8		We request bank to amend the delivery schedule for Category 2 & 3 same like Category 1, as the installation of hardware for all the categories will take same period of time.	<b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.

46	Jan-00	Scope of work --- 3.1(B)		<p>We would like to propose dual 4G option under Category-2 as this will strengthen the network &amp; provide a more reliable network.</p> <p>Further, the dual-4G option shall be at a 1.5 times cost of the single-4G.</p>	<b>No Amendment</b>
47	24	8.2 Proof of Concept (POC) for Category-2 Link:(2)	<p>Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 99.8% reply.</p>	<p>Acceptance test or POC for 4G is very stringent and should be amended to 98% ping success with 1000 ping packets</p>	<p><b>Amendment:</b></p> <ol style="list-style-type: none"> <li>1. The Link should support BGP protocol either between interface IPs or Loopback IPs.</li> <li>2. The BGP should be in established state at both the end with BGP established age of more than 6 Hours.</li> <li>2 Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 97% reply.</li> <li>3 File size of 10 Mega Byte should be downloaded completely within 10min when transferred between two locations.</li> <li>4 Web page with 1 Mega Byte page should load within 60 sec.</li> </ol>

48	27	Penalty Clauses: Penalty for Delay in Commissioning:	"The bidder must strictly adhere to.....Bank to resort to any or both of the following..... 1. The Bidder shall be liable to pay the Bank.....10% of One Time Cost of delayed link 2. Termination of the agreement fully or partly and claim of liquidated damages."	1. We request bank that in case of delay in implementation only LD to be imposed & termination of agreement must be deleted as this is an rental arrangement & already installed hardware cannot be used anywhere else.  2. We request the bank to cap the penlaty to 5% of One Time Cost of the delayed Link.	<p><b>Amendment:</b> The penalty for delay period in weeks and part thereof after the time frame mentioned in clause 8.7 – "Implementation schedule (SLA for Delivery)" will be calculated as per table provided in section "8.1 Penalty Clauses: Penalty for delay in commissioning".</p> <p>Penalty will be charged on hardware/pole rental of delayed link.</p> <p><b>Penalty Table</b></p> <p><b>Delay in</b></p> <table border="1"> <thead> <tr> <th><b>Weeks</b></th> <th><b>Category 1</b></th> <th><b>Category 2</b></th> <th><b>Category 3</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1%</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>2</td> <td>1%</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>3</td> <td>2%</td> <td>2%</td> <td>2%</td> </tr> <tr> <td>4</td> <td>2%</td> <td>2%</td> <td>2%</td> </tr> <tr> <td>5</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td>6</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td>7</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td>8 and above</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> </tbody> </table> <p>The Bidder must strictly adhere to the implementation schedule, specified in the Work Order for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or both of the following: 1 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 5 % of the One Time Cost of delayed link. 2 Termination of the agreement fully or partly and claim of liquidated damages. If the delay is beyond 12 weeks for any link, the phase 3 payment of 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.</p>	<b>Weeks</b>	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	1	1%	1%	1%	2	1%	1%	1%	3	2%	2%	2%	4	2%	2%	2%	5	3%	3%	3%	6	4%	4%	4%	7	4%	4%	4%	8 and above	5%	5%	5%
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7	4%	4%	4%																																						
8 and above	5%	5%	5%																																						
49	28	Penalty for delay in commissioning --- 8.12(1)	If the delay is beyond 12 weeks for any link, the phase 3 payment of 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.	1. We request bank not to link one phase of payment with other phases.  2. We request bank to please delete the clause of invoking Performance Guarantee as the vendor is already paying the LD.	<b>No Amendment</b>																																				
50	28	Penalty for not meeting the SLA on Network Uptime: --- 8.12(3)	<b>No Amendment</b>	We request bank to cap the penalty to 50% of the charges payable for the particula rsite.	<b>No Amendment</b>																																				

51	29	8.17 Payment Terms:(1)	.....Link acceptance will be provided by Head Office over email after successful testing of link and on submission of installation report by the vendor.....	We request bank to please provide the parameters for Acceptance Testing	<b>Amendment:</b> Link acceptance will be provided by Head Office over email after successful ping test of link from Head Office, DC, DRC and Application testing at branch premises and on submission of copy branch signed installation report by the vendor.
52	30	Bandwidth Rental --- 8.17(2)	Bandwidth Rental	1. We request bank to please make provision under the RFP to release advance for bandwidth post PBG submission.  2. We request bank to please delete the term "Penalties for downtime, if any, shall be calculated for every month and recovered from payments to be made at the end of that quarter as defined in Clause 8.12 of the RFP" as the bidder is already submitting PBG for 10% of contract value.	<b>No Amendment</b>
53	32, 33	8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation	Exit option and contract re-negotiation & Order Cancellation	We request Bank to provide a compensation mechanism in order of cancellation as the vendor have to bear cost of the already installed items which cannot be used anywhere else.	<b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":  a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract. b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract. c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
54	33	8.26 Extension of RFP/Contract	.....OGB has right to alter (increase or decrease) the number of Links in all Categories of Links. OGB has right to place order for additional links in any category or cancellation of any links to the bidder for any Category in the Contract. The RFP/contract shall be co-terminus with the Purchase orders issued unless extended by OGB.	1. We request bank to delete the provision of altering the no. of sites & if an existing site is deleted the bank shall pay the rental for future period of that site.  2. We understand that the contract will be valid for 5 years for every site including future requirements and additional requiremet order shall be placed within 6 weeks of first PO.  3. We request bank to cap the no. of additional sites w.r.t. the current PO quantity.	<b>No Amendment</b>

55	33	8.27 Order Cancellation	<p>.....In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder. This is after repaying the original amount paid.</p>	<ol style="list-style-type: none"> <li>1. Any advance payment released to vendor shall be returned to bank but without any interest on the same.</li> <li>2. Any payment made by bank against the bills submitted will not be returned as the vendor has already provided the particular supply, service etc. against the submitted bills.</li> <li>3. Please delete the terms "Direct Loss" and "Additional Expenditure" as these terms are not defined anywhere in the RFP.</li> <li>4. We request bank to please restrict the order cancellation to thhat particular site only after giving a cure period of min. 30 days.</li> </ol>	<p><b>Amendment:</b>  <b>8.27 Order Cancellation</b>  OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;</p> <ol style="list-style-type: none"> <li>i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</li> <li>ii. Serious discrepancy in the quality of service expected.</li> <li>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</li> </ol> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.</p>
56	33	8.28 Termination of Contract	<p>For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for convenience.</p>	<p>Termination for Convenience should not happen in case of OPEX service where all the investement on the hardware to be done by the bidder. Termination should only be called for in case of breach of any contracted term. Please confirm.</p>	<p><b>Amendment:</b>  <b>8.28 Termination of Contract</b>  <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p> <p><b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).</p> <p><b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>

57	34	8.29 Effect of Termination(3)	<p>Effect of Termination: The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.</p>	<p>We request bank to please amend as below:</p> <p>The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Prices for such extended period services will be mutually agreed between Bank and Bidder.</p>	<p><b>Amendment:</b> <b>8.29 Effect of Termination</b></p> <ul style="list-style-type: none"> <li>• The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Price for such extended period services will be mutually agreed between Bank and Service Provider.</li> <li>• OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</li> <li>• OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</li> <li>• Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.</li> </ul>
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58	34	8.29 Effect of Termination(4)	<p>.....OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</p>	<p>Payments to be made against the services already provided by the bidder will be made by the Bank, please confirm.</p>	<p><b>Amendment:</b>  <b>8.29 Effect of Termination</b></p> <ul style="list-style-type: none"> <li>• The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Price for such extended period services will be mutually agreed between Bank and Service Provider.</li> <li>• OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</li> <li>• OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</li> <li>• Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.</li> </ul>
59	61	Annexure M - Pre Contract Integrity Pact Article 15: Examination of Books of Accounts	<p>Examination of Books of Accounts  In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.</p>	<p>Books of accounts is a sensitive information of an organization hence we request bank to delete this clause.</p>	<p><b>No Amendment</b></p>

60	24	8.5 Performance Bank Guarantee	<p>Performance Bank Guarantee</p> <p>The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>	<p>Please amend as below:</p> <p>Performance Bank Guarantee</p> <p>The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p> <p>The Performnace Bank Guarantee can be invoked in following cases:</p> <ol style="list-style-type: none"> <li>1. If the delay is beyond 12 weeks for any link, the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.</li> <li>2. Any violation of provisions of Integrity Pact</li> </ol>	<p><b>No Amendment</b></p>
61	31	8.23 Bidder's Liability	<p>The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>Please amend as below:</p> <p>The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud solely attributable to of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations and for which conclusive evidence is provided by OGB shall be unlimited.</p>	<p><b>Amendment:</b></p> <p>The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations and for which conclusive evidences are provided by OGB shall be unlimited.</p>



62	32	8.25 Exit option and contract re-negotiation	<p>.....b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p> <p>d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB.....</p>	<p>Please amend as below:</p> <p>(b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of .....of contract. However, Bank shall be liable for all the payments for the services provided to the Bank till the date of amalgamation.</p> <p>(c) Notwithstanding..... the site, subject to the payment made by the Bank.</p> <p>d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract, subject to the payment made by the Bank for the services provided by the Bidder. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services.....</p>	<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>
63	32	8.25 Exit option and contract re-negotiation	<p>e) The reverse transition services to be provided by the Bidder shall include the following:</p> <ol style="list-style-type: none"> <li>1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank's network.</li> <li>2. Bidder shall provide adequate documentation thereof.</li> <li>3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time</li> </ol>	<p>Please confirm if there is any cost associated with reverse transition mechanism.</p>	<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>

64	33	8.27 Order Cancellation	OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone; i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service expected. iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.....	Please amend as below:  OGB reserves its right to cancel the order in the event of one or more of the following situations by giving 30 days prior notice , that are not occasioned due to reasons solely and directly attributable to OGB alone; i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service expected, if it is unrectified and not as per standars. iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.....	<b>Amendment:</b> <b>8.27 Order Cancellation</b> OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone; i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service expected.  iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.  In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.
65	34	8.30 Force Majeure	..Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such;.....	Please amend as below:  .....Any other circumstances beyond the control of the party affected including Transponder failure ; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such;	<b>Additional Clause:</b> f) for Category - 3 links, transponder failure
66	35	8.31 Resolution of Disputes	2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; 4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.	Please amend as below:  2. Arbitration proceedings shall be held at Bhubaneswar Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; 4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar Delhi.	<b>No Amendment</b>
67	36	8.33 Legal Compliances:	The Bidder shall allow OGB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by OGB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. OGB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. OGB shall not be responsible for any claim or demand made by	Books of accounts is a sensitive information of an organization hence we request bank to delete this clause.	<b>Amendment:</b> The Bidder shall allow regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. OGB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. OGB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

			such personnel for their dues outstanding against Bidder.		
68	37	8.38 No Damage of OGB Property	Bidder shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder.	Please amend as below: Bidder shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder and be supported by proper documentation. The loss/ damage to be paid shall be subject to Bidder's Liability.	No Amendment
69	60	Annexure M - Pre Contract Integrity Pact	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Books of accounts is a sensitive information of an organization hence we request bank to delete this clause.	<b>No Amendment</b>
70	60	Annexure M - Pre Contract Integrity Pact	This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.	Please amend as below:  Article 11: Law and Place of Jurisdiction This Pact is subject to Indian Laws. The place of performance and jurisdiction shall be Delhi is as notified by the BUYER.	<b>No Amendment</b>

71		---	Additional Clause	<p>Title, Loss and Use of Leased Equipment  All the Leased Equipment shall remain personal property of the LESSORS or its owners as the case maybe, whether it has been affixed to realty or otherwise and shall remain subject to the rights of the LESSORS as fully as before being so affixed, and title thereto or property therein shall at no time pass on to the LESSEE and shall at all times remain with the LESSORS exclusively. The LESSEE shall at no time contest or challenge the LESSOR's sole and exclusive ownership right, title and interest in the Equipment. The LESSORS will keep the Equipment insured at all times at site and the LESSEE shall be responsible for the safe keeping of the Equipment as the LESSEE shall do for other similar equipment in its premises. The LESSEE shall keep the Equipment free from any and all liens, claims or other encumbrances whatsoever, and shall do or permit no act or thing whereby the LESSOR's title or rights may be encumbered or impaired and shall be responsible to the LESSORS for any loss caused thereby. The LESSORS shall take all the necessary approvals required to be taken for the installation and safe keeping of the Equipment and the LESSEE shall at all times ensure the safety and safe keeping of the Equipment. The LESSEE must:</p> <p>(i) notify the LESSORS in writing if any Equipment becomes lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use from any cause (an Event of Loss) ;  (ii) provide the LESSORS with all necessary documentation relating to such loss or damage ;  (iii) allow the insurer or loss adjuster to enter its premises to inspect Equipment ;</p>	<b>No Amendment</b>
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72		---	Additional Clause	<p>(iv) assist the LESSORS with the LESSOR's claims for compensation under the insurance policy.</p> <p>3.5.2 Upon expiration or termination of this Agreement or the Lease Term, the Equipment shall be returned unencumbered by the LESSEE to the LESSORS at the LESSOR's sole expense and with reasonable wear and tear excepted.</p> <p>3.5.3 So long as the LESSEE shall not be in default hereunder, the LESSEE shall be entitled to the possession and use of the Equipment in accordance with the terms of this Agreement. The Equipment shall be kept at locations and sites approved by the LESSORS and shall not be removed from such locations and sites without the prior written consent of the LESSORS. The LESSORS shall carry on and conduct its business and use its closed user group in a proper and efficient manner so as to protect and preserve the Equipment and shall keep the Equipment in good order and condition. The LESSEE shall not, without the LESSOR's prior written consent, part with possession or control of the Equipment or attempt to sub-lease, sell, pledge, or otherwise dispose of, transfer or encumber any of the Equipment or attempt or purport to sub-lease, sell, pledge, assign, or otherwise dispose of, transfer or encumber any interest under the Equipment Lease and this Agreement.</p> <p>3.5.4 The LESSEE shall not, without the prior written consent of the LESSORS, make any alterations, additions or improvements to the Equipment. All alterations, additions or improvements to the Equipment shall be deemed to be a part of the Equipment and shall belong to and be the property of the LESSORS.</p>	<b>No Amendment</b>
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73		---	Additional Clause	<p>3.5.5 The LESSEE shall, whenever requested, advise the LESSORS of the exact location of the Equipment and shall give the LESSORS immediate notice and details of any attachment or other judicial process affecting or that may affect the Equipment and save the LESSORS harmless from any loss or damage caused thereby. The LESSORS or its authorized representative may visit any of the sites for inspection of the equipment with prior notice to the LESSEE. During such inspection, if it is noticed that the site condition is not as per the requirement, the LESSORS will advise the LESSEE for taking corrective measures.</p> <p>3.5.6 In the event the LESSEE terminates this Agreement before the Term for any reasons, as per the termination clauses covered in Article 8, the LESSEE shall be liable to pay the LESSORS the rental charges for the Equipment for the balance period of the contract period of each VSAT under the Agreement.</p>	<b>No Amendment</b>
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74		---	Additional Clause	<p>a) Bidder shall be at liberty to terminate, without any liability except as stated herein below, this Agreement by giving three (3) months' prior notice in writing to the other party expressing its intention and grounds of termination.</p> <p>c) Notwithstanding the above, this Agreement may be terminated forthwith by Bidder on the happening of the following events –</p> <ul style="list-style-type: none"> <li>• The Bidder may terminate this Agreement, immediately upon written notice of termination, following a default or breach by the Customer in making any payment required hereunder and the failure of the OGB to cure such default or breach within ten (10) calendar days after receiving the written notice thereof from the Bidder.</li> <li>• Any representation or warranty made by OGB proving to be untrue; and</li> <li>• OGB becoming insolvent or bankrupt.</li> </ul>	<b>No Amendment</b>
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75		---	Additional Clause	<p><b>GST Terms (For Comtel)</b></p> <p>1. For the purposes of this Agreement, the following terms shall have the meaning as given below:</p> <ul style="list-style-type: none"> <li>• GST - means any tax or cess or both imposed on the supply of goods or services or both under GST Law.</li> <li>• GST Laws - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, respective UTGST Act and respective SGST Acts, 2017 and all related legislations, Rules, Notifications, Orders, etc.</li> </ul> <p>2. It covers all purchases of goods &amp; services by the CUSTOMER from the COMPANY, referred to as Supplies under this Agreement and various Purchase orders issued/to be issued therein referred to as Orders.</p> <p>3. The Place of Supply to be mentioned on the invoices shall be as per the GST laws. The CUSTOMER shall provide it's GSTIN to the COMPANY on which GST invoice is to be raised and shall inform about the locations where goods/services are to be delivered.</p> <p>4. The Location of Supplier shall be determined by the COMPANY depending upon the availability of goods/services at the time when such Supplies are required by the CUSTOMER. Therefore, irrespective of the COMPANY's place as mentioned in the Agreement/Orders, the Company is authorized to decide the Location of Supplier/Company for the said Supplies and such decisions shall be deemed to become incorporated into Orders thereafter.</p> <p>5. Both Parties shall be responsible for all the compliance relating to the movement of goods originating from their respective location/sites including issuance of delivery challan, e-way bill, etc. as mandated under the GST Laws.</p>	<b>No Amendment</b>
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76		---	Additional Clause	<p>6. COMPANY is responsible to issue invoices containing the prescribed details under the GST Laws like HSNCode, GSTIN, Place of Supply etc. The GST shall be charged as per the applicable rates under GST Law.The COMPANY shall be liable to deposit the tax in timely manner. The COMPANY shall remain responsible to for any loss of GST credit to the CUSTOMER due to non-payment of tax by the COMPANY. If any incorrect information is provided by the CUSTOMER, then COMPANY will not be responsible for the same and COMPANY will not be able to change already raised invoices.</p> <p>7. The CUSTOMER to ensure that all the invoices raised by the COMPANY and listed on GSTN portal are fully recorded in CUSTOMER's books of account within the time prescribed under the GST Laws. The COMPANY shall not be responsible for any input tax credit lost to CUSTOMER due to non/short recording of the invoices.</p> <p>8. The CUSTOMER shall make timely payments towards the invoices raised by the Company. If there is any loss of any Input Tax Credit to the CUSTOMER due to delay in payments, the COMPANY shall not be liable for such loss of Input Tax Credit to the CUSTOMER</p> <p>9. An Invoice once raised and uploaded on GSTN portal shall only be revised, if required, by way of Debit/ Credit Note only as per the GST Laws and in no case, the invoice be returned to Hughes. Any revision from the invoice must done only after it is mutually agreed in writing.</p> <p>10. The Invoice shall be deemed to have been accepted if the disputed amount is not notified in writing to ccc@hughes.in within 15 days of the invoice submission date with complete details as to Invoice no., Site ID, Reason, disputed amount with workings and the correspondence, if any with Hughes personnel.</p>	<b>No Amendment</b>
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77		---	Additional Clause	<p>11. The CUSTOMER will be liable to pay the interest &amp; penalty, if any paid by COMPANY under GST Laws for delay in billing due to the late receipt of purchase orders from CUSTOMER for continuous supply of services and/or due to delay in providing GSTIN information.</p> <p>12. The contact details for GST related issues and query for both the parties are as follows :-  Service Provider :Level 1 : Kamal Kishor,  kamal.kishor@hughes.in  Level 2 : Ashish Gupta,  ashish.gupta@hughes.in</p>	<b>No Amendment</b>
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78		---	Additional Clause	<p><b>GST Terms (For HCIL)</b></p> <p>1. For the purposes of this Agreement, the following terms shall have the meaning as given below:</p> <ul style="list-style-type: none"> <li>• GST - means any tax or cess or both imposed on the supply of goods or services or both under GST Law.</li> <li>• GST Laws - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, respective UTGST Act and respective SGST Acts, 2017 and all related legislations, Rules, Notifications, Orders, etc.</li> </ul> <p>2. It covers all purchases of goods &amp; services by the CUSTOMER from the COMPANY, referred to as Supplies under this Agreement and various Purchase orders issued/to be issued therein referred to as Orders.</p> <p>3. The Place of Supply to be mentioned on the invoices shall be as per the GST laws. The CUSTOMER shall provide it's GSTIN to the COMPANY on which GST invoice is to be raised and shall inform about the locations where goods/services are to be delivered.</p> <p>4. The Location of Supplier shall be determined by the COMPANY depending upon the availability of goods/services at the time when such Supplies are required by the CUSTOMER. Therefore, irrespective of the COMPANY's place as mentioned in the Agreement/Orders, the Company is authorized to decide the Location of Supplier/Company for the said Supplies and such decisions shall be deemed to become incorporated into Orders thereafter.</p> <p>5. COMPANY is responsible to issue invoices containing the prescribed details under the GST Laws like HSNCode, GSTIN, Place of Supply etc. The GST shall be charged as per the applicable rates under GST Law. The COMPANY shall be liable to deposit the tax in timely manner. The COMPANY shall remain responsible to for any loss of GST credit to the CUSTOMER due to non-payment of tax by the COMPANY. If any incorrect information is provided by the CUSTOMER, then COMPANY</p>	<b>No Amendment</b>
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				will not be responsible for the same and COMPANY will not be able to change already raised invoices.	
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79		---	Additional Clause	<p>6. The CUSTOMER to ensure that all the invoices raised by the COMPANY and listed on GSTN portal are fully recorded in CUSTOMER's books of account within the time prescribed under the GST Laws. The COMPANY shall not be responsible for any input tax credit lost to CUSTOMER due to non/short recording of the invoices.</p> <p>7. The CUSTOMER shall make timely payments towards the invoices raised by the Company. If there is any loss of any Input Tax Credit to the CUSTOMER due to delay in payments, the COMPANY shall not be liable for such loss of Input Tax Credit to the CUSTOMER</p> <p>8. An Invoice once raised and uploaded on GSTN portal shall only be revised, if required, by way of Debit/ Credit Note only as per the GST Laws and in no case, the invoice be returned to Hughes. Any revision from the invoice must done only after it is mutually agreed in writing.</p> <p>9. The Invoice shall be deemed to have been accepted if the disputed amount is not notified in writing to ccc@hughes.in within 15 days of the invoice submission date with complete details as to Invoice no., Site ID, Reason, disputed amount with workings and the correspondence, if any with Hughes personnel.</p> <p>10. The CUSTOMER will be liable to pay the interest &amp; penalty, if any paid by COMPANY under GST Laws for delay in billing due to the late receipt of purchase orders from CUSTOMER for continuous supply of services and/or due to delay in providing GSTIN information.</p> <p>11. The contact details for GST related issues and query for both the parties are as follows :-  Service Provider :Level 1 : Kamal Kishor,  kamal.kishor@hughes.in  Level 2 : Ashish Gupta,  ashish.gupta@hughes.in</p>	<b>No Amendment</b>
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80	10	3.1 Scope of work:	<p>Through the RFP process Bank will select vendors for following different link categories:</p> <p>A. Category – 1 (MPLS link on Wireless or RF Media) One Service provider for MPLS on RF last mile connectivity to branches with minimum 256Kbps dedicated bandwidth.</p> <p>B. Category – 2 (MPLS link on 3G / 4G based mobile network media) One service provider for MPLS 4G of minimum of 256Kbps bandwidth for the locations that are not covered by the service provider selected for installation of RF connectivity. However, the selected service provider has to qualify the necessary test cases related to security and reliability of network on MPLS 4G.</p> <p>C. Category – 3 (VSAT link) One service provider for VSATs of 256Kbps dedicated satellite bandwidth.</p>	Is it mandatory for any bidder to submit bid for all 3 categories as defined in the RFP.	<p><b>Clarification:</b> A bidder can submit bid for any category(ies).</p>
81	10	3.1 Scope of work:	<p>Through the RFP process Bank will select vendors for following different link categories:</p> <p>A. Category – 1 (MPLS link on Wireless or RF Media) One Service provider for MPLS on RF last mile connectivity to branches with minimum 256Kbps dedicated bandwidth.</p> <p>B. Category – 2 (MPLS link on 3G / 4G based mobile network media) One service provider for MPLS 4G of minimum of 256Kbps bandwidth for the locations that are not covered by the service provider selected for installation of RF connectivity. However, the selected service provider has to qualify the necessary test cases related to security and reliability of network on MPLS 4G.</p> <p>C. Category – 3 (VSAT link) One service provider for VSATs of 256Kbps dedicated satellite bandwidth.</p>	<p>What is the percentage breakup authority is looking at in terms of all three categories?</p> <p>That is, how many maximum percent location you are planning for category 1, category 2 and category 3?</p>	<p><b>No Amendment</b></p>

82	10	3.1 Scope of work:	<p>Through the RFP process Bank will select vendors for following different link categories:</p> <p>A. Category – 1 (MPLS link on Wireless or RF Media) One Service provider for MPLS on RF last mile connectivity to branches with minimum 256Kbps dedicated bandwidth.</p> <p>B. Category – 2 (MPLS link on 3G / 4G based mobile network media) One service provider for MPLS 4G of minimum of 256Kbps bandwidth for the locations that are not covered by the service provider selected for installation of RF connectivity. However, the selected service provider has to qualify the necessary test cases related to security and reliability of network on MPLS 4G.</p> <p>C. Category – 3 (VSAT link) One service provider for VSATs of 256Kbps dedicated satellite bandwidth.</p>	Can one tenderer qualify for all three categories or there will be separate tenderer for each category?	<p><b>Clarification:</b> If one bidder qualifies for any two or all three categories than the bidder could submit separate commercial bid form as per AnnexureQ(1), AnnexureQ(2) and(or) AnnexureQ(3) in separate commercial sealed bid envelopes and the respective category(ies) name should be written over the commercial bid envelope.</p> <p>All these commercial bids along with technical bid envelope should be submitted in a single sealed covering envelope with details of bidder, RFP reference number.</p> <p>Only one bid cost and EMD need to be submitted by one bidder, even if the bidder, bidding for more than one category.</p>
83	8	Section 1 - Bid Schedule and Address	Last Date and Time for submission of bids along with supporting documents through the above - 30th January 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).	<p>This is a very huge opportunity we intend to participate, but it will require some more time to do the needful study. Hence, request for 2-3 weeks extension in the bid submission date.</p> <p>Suggested Clause is: "Last Date and Time for submission of bids along with supporting documents through the above - 21st February 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person)."</p>	<p><b>Amendment:</b> Please refer the new bid schedule in this document.</p>
84	8	Section 1 - Bid Schedule and Address	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee. - 30th January 2019 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).	<p>This is a very huge opportunity we intend to participate, but it will require some more time to do the needful study. Hence, request for 2-3 weeks extension in the bid submission date.</p> <p>Suggested Clause is: "Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee. - 21st February 2019 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person)."</p>	<p><b>Amendment:</b> Please refer the new bid schedule in this document.</p>

85	8	Section 1 - Bid Schedule and Address	Date, time and venue for opening the technical bid.- 31st January 2019 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar.	This is a very huge opportunity we intend to participate, but it will require some more time to do the needful study. Hence, request for 2-3 weeks extension in the bid submission date.  Suggested Clause is: "Date, time and venue for opening the technical bid.- 22nd February 2019 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar."	<b>Amendment:</b> Please refer the new bid schedule in this document.
86	8	Section 1 - Bid Schedule and Address		Allow bidders to submit additional queries post Pre-bid for atleast 7 days	<b>No Amendment</b>
87	10	3.1 Scope of work:	For Wireless and RF last mile, the height of the roof top pole / tower should not exceed 6 m and Ground based pole / tower should not exceed 9m.	Pole/ tower height varies from location to location and depends upon the kind of coverage needed and distance to be covered. Hence, request you to kindly modify this clause in line with the above and provide flexibility to bidders.  Suggested Clause is: "For Wireless and RF last mile, the height of the roof top pole / tower should not exceed 9 m and Ground based pole / tower should not exceed 30m."	<b>Amendment:</b> 3) For Wireless and RF last mile, the height of the roof top pole / tower should not exceed 6 m and Ground based pole / tower should not exceed <b>12m. Bidder should mark the location "Not Feasible" if the site is feasible with RTP height more than 6m and GBP/GBT height is more than 12m.</b>
88	13, 49	4.1 Eligibility Criteria(1), Annexure J - Eligibility Criteria Compliance	1. The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.	As we are relatively new company in the business and our operations started just 1 year back. Hence, request you to kindly change this clause to qualify us by replacing operation word with existence.  Suggested Clause is: "1. The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in existence for a period of at least 3 years as on date of RFP."	<b>Amendment:</b> 1. The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 1 years as on date of RFP.
89	13, 49	4.1 Eligibility Criteria(2), Annexure J - Eligibility Criteria Compliance	2. The bidder should have minimum annual turnover of Rs. 100 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.	As we are relatively new company in the business and our operations started just 1 year back. Hence, request you to kindly change this clause as suggested.  Suggested Clause is: "2. The bidder should have average minimum annual turnover of Rs. 100 Crores for last three financial years i.e. 2015-16, 2016-17 and	<b>Amendment:</b> 2. The bidder should have average minimum annual turnover of Rs. 50 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.



				2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.."	
90	13, 49	4.1 Eligibility Criteria(2), Annexure J - Eligibility Criteria Compliance	3 The bidder for "Category 1" link should have an experience of minimum 3 years in providing MPLS VPN connectivity in India. The Bidder should be capable of providing MPLS-VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). Bidder should submit necessary technical references.	As we are relatively new company in the business and our operations started just 1 year back. Hence, request you to kindly change this clause as suggested.  Suggested Clause is: "3 The bidder for "Category 1" link should have an experience of minimum 1 year in providing MPLS VPN connectivity in India. The Bidder should be capable of providing MPLS-VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level). Bidder should submit necessary technical references.."	<b>Amendment:</b> The bidder for "Category 1" link should have an experience of minimum 1 years in providing MPLS VPN connectivity in India. The Bidder should be capable of providing MPLS-VPN network with any-to-any connectivity and the Quality of Service (QoS). The bidder should be capable of building the MPLS-VPN Network with redundancy at all levels (equipment level, path level, route level, link Level and network Level).
91	16,50,51	4.1 Eligibility Criteria (11) Annexure J - Eligibility Criteria Compliance 8	11. The bidder should have presence in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehankanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada with direct service centers or exclusive franchisee service centers or authorized service centers. These locations should be staffed with support personnel with experience in service support of equipment or services proposed to be used under this bid. Bidder to submit the service center / support staff details along with full address and contact numbers of the RFP along with the technical bid. (Documentary proof should be attached).	As we are relatively new company in the business and our operations started just 1 year back. Hence, request you to kindly remove this clause	<b>Amendment:</b> The bidder should have support person in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehankanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada and with service centers or exclusive franchisee service centers or authorized service centers in Odisha. These service center in Odisha should have minimum required spare equipment available for restoring the down links. Bidder to submit the service center details of Odisha and support person details along with full address and contact numbers along with the technical bid. (Documentary proof should be attached).
92	18	5.6 Bid Price	5.6 Bid Price Prices would be exclusive of all taxes, duties levies, and fees whatsoever. The bidder shall meet the requirements of Goods & Services Tax (GST) as per Government of India.	Request you to kindly modify this clause, as GST tends to change from time to time. Suggested Clause is:  "5.6 Bid Price Prices would be exclusive of all taxes, duties levies, and fees whatsoever except GST. The bidder shall be paid the requirements of Goods & Services Tax (GST) as per latest norm	<b>Amendment:</b> Prices quoted in this RFP should <b>include all taxes (except GST), duties levies, and fees whatsoever, except Goods &amp; Services Tax (GST). The Bid should not include Goods &amp; Service Tax (GST) only.</b> The bidder shall meet the requirements of Goods & Services Tax (GST) as per Government of India.

				of Government of India at the time of actual payment."	
93	18	5.11 Period of Validity of Bids	5.11 Period of Validity of Bids Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.	180 days is very long period, holding price for such long period is difficult and result in higher quotation. So, in order to enable us to quote more aggressively please reduce the validity from 180 days to 90 days.  Suggested Clause is: "5.11 Period of Validity of Bids Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence."	<b>No Amendment.</b>
94	24	8.3 Term of the Order	The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of first purchase order. However, the unit price of L1 bidder(s) will be awarded as rate contract to selected bidder for a period of 2 years from date of release of first purchase order category wise. Bank at its sole discretion may release separate purchase order to extend the connectivity to other locations of bank as per rate contract within the period of 2 years. During this period of rate contract of 2 years, there should not be any upward revision in price. Bidder may extend any downward revision in price to bank during the period of rate contract.	Kindly clarify weather the duration of project is 5 years or 2 years	<b>Amendment &amp; Clarification:</b>  <b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be use for additional links order during the period of 2(two) years from date of release of first purchase order.  <b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per " <b>Unit Price Rate Contract</b> ", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered & accepted by the bank for the respective service provider.
95	25	8.9 Network Availability (SLA Network Uptime):	MTTR (HH:MM) for Bank's Head Office, Primary Data Centre, and DR Centre is 1:00 hrs	This is very stringent, request you to kindly change it to 3 hours, in place of 1 hour	<b>No Amendment</b>

96	28	3. Penalty for not meeting the SLA on Network Uptime:	At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.	This is very stringent, request you to kindly relax this clause.  Suggested Clause is: "1 At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 0.5% of the charges payable from Quarterly Recurring Cost for every 5% downtime will be deducted as penalty."	<b>No Amendment</b>
97	28	3. Penalty for not meeting the SLA on Network Uptime:	1 If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.	This is very stringent, request you to kindly relax this clause.  Suggested Clause is: "2 If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 10% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter."	<b>No Amendment</b>
98	28	8.13 Warranties and Support		Since bid is for providing services to the authority, we request you to kindly remove Warranty clauses	<b>No Amendment</b>
99	32	8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation	d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.	How is it relevant in the case of cancellation of RFP? For reverse transition in case of cancellation of contract will be the contractor be paid during the process?	<b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":  a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the “Order Cancellation” clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract. b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract. c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
100	32	8.25 Exit option and contract re-negotiation	f) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective	Kindly clarify the exact scope of knowledge transfer as most of the information pertaining	<b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":

			management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.	to Equipment are with OEMs and third party consent is required for the same .	<p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>
101	32	8.25 Exit option and contract re-negotiation	f) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.	Can this requirement of knowledge transfer be waived off ?	<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>

102	34	8.28 Termination of Contract	<p>For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for convenience.</p>	<p>We suggest to remove this clause from Tender</p>	<p><b>Amendment:</b>  <b>8.28 Termination of Contract</b>  <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p> <p><b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).</p> <p><b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>
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103	34	8.1 Effect of Termination		<p>As this is a services contract, transfer of assets not required. As well as upon cancellation of contract transfer of asset is not allowed under TRAI guidelines. We can provide the relevant documents and support</p>	<p><b>Clarification:</b> Transfer of Asset not required.</p> <p><b>Amendment:</b> <b>8.29 Effect of Termination</b></p> <ul style="list-style-type: none"> <li>• The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Price for such extended period services will be mutually agreed between Bank and Service Provider.</li> <li>• OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</li> <li>• OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</li> <li>• Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.</li> </ul>
104	45	Annexure F - Declaration for Clean Track Record	I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad.	<p>Request you to kindly remove private organization from this clause, as it is government tender of India only</p> <p>Suggested Clause is: "I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / in India."</p>	<p><b>No Amendment</b></p>

105	60	Annexure M – Pre contract Integrity Pact	Article 8: Fall Clause 8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Request to delete the same as it could create lot of hardships to any Bidder .	<b>Amendment:</b> This clause has been removed
106	61	Pre contract Integrity Pact	Article 15: Examination of Books of Accounts In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.	At present this clause could trigger even in case of allegations, and unsubstantiated allegations should create hardships and hence can this be deleted or modified that any examination of Books of accounts will be only if such a direction is issued by Government of India/ competent government / law enforcement authorities .	<b>No Amendment</b>
107	81	Annexure R - Non-Disclosure Agreement		The NDA should be co-terminus with the definitive agreement. Since the term is linked with termination of NDA so the same needs to be clarified properly.	<b>No Amendment</b>
108	10	3.1 Scope of work:	Bank intends to engage bidders for providing the primary links to its 304 branch locations under rate contract for a period of 2 years.	Except this other clauses (warranty & support) 8.13, confidentiality 8.21, extension of RFP 8.26, Section 8 of terms & conditions point no 8.21. contract period is mentioned as 5 years. Contract period confirmation required.	<b>Amendment &amp; Clarification:</b>  <b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be used for additional links order during the period of 2(two) years from date of release of first purchase order.  <b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per " <b>Unit Price Rate Contract</b> ", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered & accepted by the bank for the respective service provider.

109	11	3.1 Scope of work:	All bidders in category 2, should have minimum of 100 numbers of locations feasible on 4G Last mile.	Section-3 category-2 point no 2 contradicts with point no 3 and 4	<b>No Amendment</b>
110	11	3.1 Scope of work:	The locations feasible for the “L1 bidder for MPLS 4G” and are not awarded to the “L1 bidder of MPLS on RF last mile” will be awarded to the “L1 bidder of MPLS 4G”. However, the order will be released to the L1 bidder for MPLS 4G” if and only if the minimum number of locations comes to be more than 50.	Section-3 category-2 point no 2 contradicts with point no 3 and 4	<b>No Amendment</b>
111	11	3.1 Scope of work:	If minimum number of locations of L1 bidder for MPLS 4G category, is < 50 as per clause 3 under “Category 2: For MPLS on 4G last mile”, then the L1 bidder will be given additional 7 days after opening of commercial bid to do L2 feasibility test to make minimum of 50 number of locations feasible which are not awarded to the “L1 bidder of MPLS on RF last mile”. If the L1 bidder fails to make at least 50 number of locations feasible within 7 days, no order shall be released in category 2 link.	Section-3 category-2 point no 2 contradicts with point no 3 and 4	<b>No Amendment</b>
112	14	Section-4 Point-5. (2)	The bidder should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India. The validity of the license should be more than five years from the date of this RFP. Copies of the licenses to be provided along with self-attestation by the authorized signatory with company seal. Bidder should submit a copy of license. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.	Complete lisenec is a multipager document(>100 pages), do we need to submit and sign all the pages or specific pages of NLD lisenecs is ok for proof submission, please clarify	<b>Clarification:</b> Bidder need to submit the copy of pages of NLD license, which provides the name of the bidder and validity details.
113	15,52	4.1 Eligibility Criteria Annexure J - Eligibility Criteria Compliance(15)	The bidder for “Category 2” link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India with minimum 100 locations and maintained for more than 2 years. Bidder should submit copy of Purchase order and execution certificate from existing customer(s).	Please modify the clause as below: 1. MPLS link based on 4G last mile to be provided to any enterprise customer instead of restricting to BFSI & Govt Departments. 2. Minimum 100 locations to be restricted to 50 locations.	<b>Amendment:</b> The bidder for “Category 2” link should have deployed MPLS link based on 4G media in at least one of the Bank or Financial Institute or Government Department in India maintained for at least 1 year.



114	16,50,51	4.1 Eligibility Criteria (11) Annexure J - Eligibility Criteria Compliance 8	The bidder should have presence in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada with direct service centers or exclusive franchisee service centers or authorized service centers. These locations should be staffed with support personnel with experience in service support of equipment or services proposed to be used under this bid. Bidder to submit the service center / support staff details along with full address and contact numbers of the RFP along with the technical bid. (Documentary proof should be attached).	Requested to please modify/ remove this clause to below  Bidder to submit the service center / support staff details along with full address and contact numbers of the RFP along with the technical bid. (Declaration should be attached).	<b>Amendment:</b> The bidder should have support person in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada and with service centers or exclusive franchisee service centers or authorized service centers in Odisha. These service center in Odisha should have minimum required spare equipment available for restoring the down links. Bidder to submit the service center details of Odisha and support person details along with full address and contact numbers along with the technical bid. (Documentary proof should be attached).
116	24	8.5 Performance Bank Guarantee	The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.	This clause contradicts with the number of year of service contract of 2 years. Kindly check	<b>Clarification:</b> The performance bank guarantee (PBG) should be for 5 years.
117	25	8.8 Implementation schedule (SLA for Delivery)	Delivery Schedule for Category 1 :  Delivery Target / Timeline from date of PO Ph-1-35% of ordered locations/ 6 weeks Ph-2-75% of ordered locations/ 8 weeks Ph-3-100% of ordered locations / 12 weeks	Suggested timeline to be modified in RFP:  Delivery Target / Timeline from date of PO Ph-1-35% of ordered locations/ 12 weeks Ph-2-75% of ordered locations/ 16 weeks Ph-3-100% of ordered locations / 20 weeks	<b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.
118	25	8.8 Implementation schedule (SLA for Delivery)	Delivery Schedule for Category 2 :  Delivery Target / Timeline from date of PO Ph-1-35% of ordered locations/ 6 weeks Ph-2-75% of ordered locations/ 8 weeks Ph-3-100% of ordered locations / 12 weeks	Suggested timeline to be modified in RFP:  Delivery Target / Timeline from date of PO Ph-1-35% of ordered locations/ 8 weeks Ph-2-75% of ordered locations/ 12 weeks Ph-3-100% of ordered locations / 16 weeks	<b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.
119	24	8.2 Proof of Concept (POC) for Category-2 Link:	Proof of Concept (POC) for Category-2 Link:  The bidder(s) participating for "Category 2" link having minimum number of feasibility, should provide "Proof of Concept (POC)" at two selected feasible location of OGB within 14 days from date of opening of Technical Bid.	Time line for POC to be considered within 21 days	<b>Amendment:</b> Bank will do a POC to check the reliability of the MPLS 4G link of the service provider within 10 days from date of opening of technical bid. Bidders for Category - 2 link should make two feasible sites of OGB ready before date of opening of technical bid with coordination with Bank's network Cell. The result of POC will be used for qualification of bidder in Category - 2 in technical bid.

					Bidder need to setup one MPLS 4G setup at Head Office and another at any of the feasible branch location with confirmation from Bank's Network Cell.
120	24	8.2 Proof of Concept (POC) for Category-2 Link:	<p>Proof of Concept (POC) for Category-2 Link:</p> <p>This will be qualifying criteria for eligible for opening of Commercial Bid for Category 2 link. The Evaluation will be done on following points. Bidder has to qualify all points:</p> <p>1 The Link should support BGP protocol either between interface IPs or Loopback IPs.</p> <p>2 Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 99.8% reply.</p> <p>3 File size of 10 Mega Byte should be downloaded completely within 6min when transferred between two locations.</p> <p>4 Web page with 1 Mega Byte page should load within 40 sec.</p>	<p>Requested to please modify the clauses as per below:</p> <p>Ping with 1000 count between two ends of 4G Customer Premises equipments.</p>	<p><b>Amendment:</b></p> <p>Bidder in "Category-2" links will be marked qualified in the POC test if and only if, the link in test qualifies on all the four qualifying criteria mentioned below:</p> <ol style="list-style-type: none"> <li>1. The Link should support BGP protocol either between interface IPs or Loopback IPs.</li> <li>2. The BGP should be in established state at both the end with BGP established age of more than 6 Hours.</li> <li>2 Ping with 1000 count between two ends of 4G Customer Premises Equipment should have 97% reply.</li> <li>3 File size of 10 Mega Byte should be downloaded completely within 10min when transferred between two locations.</li> <li>4 Web page with 1 Mega Byte page should load within 60 sec.</li> </ol> <p>Commercial bid for of disqualified bidder will not be open or will not be consider for L1 selection.</p>
121	30	8.18 Shifting of Link	<p>The shifting activity should be completed within 10 days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement. 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.</p>	<p>Shifting PO, to be placed post feasibility cofirmation from the service provider on the same media/ last mile. The shifting lead time should be 21 days from the date of PO. Permission for installation should be provided to SP before /durng the PO.</p>	<p><b>Amendment:</b></p> <p>The shifting activity should be completed within two weeks from date of release of PO through e-mail only.</p>

122	32	8.25 Exit option and contract re-negotiation	<p>Exit option and contract re-negotiation.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.</p>	<p>In such condition OGB has to compensate Service Provider 100% of the total contract value to get out of contract &amp; initiate reverse transition</p>	<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>
123	32	8.1 Exit option and contract re-negotiation	<p>Exit option and contract re-negotiation.</p>		<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>

124	33	8.27 Order Cancellation	<p>8.27 Order Cancellation</p> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder. This is after repaying the original amount paid.</p>	<p>Requested to please remove the entire clause from this RFP. Point no (I,ii,iii) are ok.</p>	<p><b>Amendment:</b>  <b>8.27 Order Cancellation</b>  OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;  i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,  ii. Serious discrepancy in the quality of service expected.  iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.</p>
125	34	8.28 Termination of Contract	<p>Termination of Contract:</p> <p>For Non-Performance: OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by OGB).</p>	<p>Requested to modify the Clause: Non performance should be defined as repeated breach of SLA uptime incase more than 5 occasions in a calander to maintain the service level prescribed by OGB</p>	<p><b>Amendment:</b>  <b>8.28 Termination of Contract</b>  <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.  <b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).  <b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.  Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>

126	28	8.12 Penalty Clauses:	<p>Penalty Clauses</p> <p>3. Penalty for not meeting the SLA on Network Uptime:</p> <p>1 At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.</p> <p>2 If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.</p>	<p>Requested to modify the clause as below:</p> <p>The network uptime to be calculated on Quaterly basis for penalty.</p> <p>1 At all locations, for every percentage or part thereof, for down time over and above the Uptime allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 1% of the charges payable from Quarterly Recurring Cost for every 2% downtime will be deducted as penalty.</p> <p>2 If the downtime over and above the Uptime % exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 10% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.</p>	<b>No Amendment</b>
127	10	Section 3 – Scope of Work --- 3.1(B)	<p>Category – 2 (MPLS link on 3G / 4G based mobile network media)</p> <p>One service provider for MPLS 4G of minimum of 256Kbps bandwidth for the locations that are not covered by the service provider selected for installation of RF connectivity. However, the selected service provider has to qualify the necessary test cases related to security and reliability of network on MPLS 4G.</p>	<p>Except this caluse everywhere else in the document there is a mention of 4G only. Please make it clear whether the required MPLS links should be on “either 3G or 4G” or on “4G only”.</p>	<p><b>Clarification:</b></p> <p>In Category-2 link, bidders are allowed to bid on <b>MPLS on 4G</b> last mile only. However, bidder can provide MPLS on 4G by taking 4G last mile connectivity of other service provider wherever feasible.</p>
128	18	5.7 Bid Cost and Exemptions	<p>Exemption of bid Price will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro &amp; Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of Registration certification from relevant authority of Govt. of India.</p>	<p>Exemption of bid cost of Rs.10,000/- may be allowed to BSNL being a Govt. of India Enterprise.</p>	<p><b>Amendment:</b></p> <p>All bidders should submit non-refundable bid cost equal to amount of Rs.10,000.00 (Rupees Ten Thousand only) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring “ODISHA GRAMYA BANK” payable at BHUBANESWAR.</p> <p><b>No exemption will be allowed.</b></p>

129	18	Earnest Money Deposit (EMD) and Exemptions --- 5.8	The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 12 months, with a claim period of 6 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B. No interest will be paid on the EMD. Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India	Exemption of EMD of may be allowed to BSNL being a Govt. of India Enterprise.	<b>Amendment:</b> The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 month after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B. No interest will be paid on the EMD. Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India
130	16	4.3 Pre Contract Integrity Pact --- 4.3	All bidders should submit a signed Pre-Contract Integrity Pact with Odisha Gramya Bank, on a stamp paper of Rs.250. Bidder(s) without signed Pre-Contract Integrity Pact will be disqualified to participate in the bidding.	Whether BSNL being a Govt. of India Enterprise is required to submit this.	<b>Clarification:</b> All bidders should submit a signed Pre-Contract Integrity Pact.
131	16,50,51	4.1 Eligibility Criteria (11) Annexure J - Eligibility Criteria Compliance 8	The bidder should have presence in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada with direct service centers or exclusive franchisee service centers or authorized service centers. These locations should be staffed with support personnel with experience in service support of equipment or services proposed to be used under this bid. Bidder to submit the service center / support staff details along with full address and contact numbers of the RFP along with the technical bid. (Documentary proof should be attached).	To be removed as all activities are handled from Bhuvneshwar	<b>Amendment:</b> The bidder should have support person in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada and with service centers or exclusive franchisee service centers or authorized service centers in Odisha. These service center in odisha should have minimum required spare equipment available for restoring the down links. Bidder to submit the service center details of Odisha and support person details along with full address and contact numbers along with the technical bid. (Documentary proof should be attached).
132	51	Annexure J - Eligibility Criteria Compliance --- 11	Security Certificate: All wireless connectivity should be certified for security by a reputed organization.	Kindly clarify which certificate are required.4G is last mile and MPLS vpn is private connectivity	<b>No Amendment</b>
133	52	Annexure J - Eligibility Criteria Compliance --- 20	The bidder for "Category 2" link should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India. The validity of the license should be more than five years from the date of this RFP. Copies of the licenses to be provided along with self-	Please change to as NLD license to be valid during RFP and further for min period of two years	<b>Clarification:</b> Bidder need to submit the copy of pages of NLD license, which provides the name of the bidder and validity details. In case the validity of license is subject to renewal during the contract period, bidder need to give declaration for the same.

			attestation by the authorized signatory with company seal.																																						
134	52	Annexure J - Eligibility Criteria Compliance --- 21	The bidder for "Category 2" link should have their own operational 4G based MPLS network. The bidder / consortium partner also must have valid license to operate 4G based MPLS network in India and should be valid throughout the contract period.	There is no separate license for MPLS on 4G. 4G is last mile technology( on licensed wave) just like OFC and RF( unlicensed) for L3 MPLS VPN	<p><b>Amendment:</b> The bidder / consortium partner for "Category 2" link should have their own operational 4G based MPLS network. Either the bidder / consortium partner must have valid license to operate 4G based MPLS network in India and should be valid throughout the contract period. Bidder should submit a copy of license agreement.</p> <p>If the license of Bidder /consortium partner is having renewal scheduled during the contract period as per this RFP. The bidder / consortium partner should give a declaration in this regards from the bidder / consortium partner.</p> <p><b>Clarification:</b> Bidder may submit copy of any of the license like Basic Licensees, CMTS Licensees, UAS Licensees or any relevant license issued by DoT.</p>																																				
135	18	Earnest Money Deposit (EMD) --- 5.8	The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 12 months, with a claim period of 6 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B.	The Bidder is required to deposit Rs.1,00,000/- (Rupees One Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee.	<p><b>Amendment:</b> The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 month after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B. No interest will be paid on the EMD. Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhar as Micro &amp; Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India</p>																																				
136	25	Delivery --- 8.8	<p>The selected bidder in category 1 should deliver the links as per below schedule: In here delivery includes Installation of Pole, RF or Wireless devices, and link provisioning and link handover after testing.</p> <table border="1"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td>Target</td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>8 weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>12 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>16 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery	Target	Timeline from date of PO		Phase 1	35% of ordered locations	8 weeks		Phase 2	75% of ordered locations	12 weeks		Phase 3	100% of ordered locations	16 weeks		<p>The selected bidder in category 1 should deliver the links as per below schedule: In here delivery includes Installation of Pole, RF or Wireless devices, and link provisioning and link handover after testing.</p> <table border="1"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td>Target</td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>10 Weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>15 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>20 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery	Target	Timeline from date of PO		Phase 1	35% of ordered locations	10 Weeks		Phase 2	75% of ordered locations	15 weeks		Phase 3	100% of ordered locations	20 weeks		<p><b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.</p>
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137	27	LD Penalty --- 8.12	<p>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 One Time Cost of delayed link.</p> <p>2 Termination of the agreement fully or partly and claim of liquidated damages.</p> <p>If the delay is beyond 12 weeks for any link, the phase 3 payment of 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.</p>	<p>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 5 % of the One Time Cost of delayed link.</p> <p>If the delay is beyond 15 weeks for any link, the phase 3 payment of 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</p>	<p><b>Amendment:</b> As this is on OPEX model procurement, penalty on One Time Cost is not applicable.</p>
138	19	Validity period of the quote - --- 5.11	<p>Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.</p>	<p>Bids shall remain valid for a period of 120 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.</p>	<p><b>No Amendment.</b></p>
139	28	SLA penalties --- 3	<p>At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.</p> <p>2 If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.</p>	<p>At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – “Network Availability (SLA Network Uptime)”, 0.5% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.</p> <p>2 If the downtime over and above the MTTR exceeds 8% of the uptime committed as per Clause 8.8 – “Network Availability (SLA Network Uptime)”, upto 50% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter maximum.</p>	<p><b>No Amendment</b></p>
140	31	Indemnity --- 8.22	<p>The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder.</p>	<p>The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives upto maximum to the Contract Value.</p>	<p><b>No Amendment</b></p>



141	29	Payment Terms --- 8.17	Payment in all category will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per Clause 8.5 as mentioned in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents.	Payment in all category will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per Clause 8.5 as mentioned in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents within 1 week from the date of submission.	<b>No Amendment</b>
142	32	Exit / termination Clause -- - 8.25	OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.	OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank would be liable to pay a reasonable amount towards loss to be incurred on account of termination of contract.	<b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":  a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract. b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract. c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
143	12	Backhaul ---	In all three Categories, backhaul should be provided on following ways: 1) All selected bidder should provide the redundant backhuls with cross-connects at both the end, free of cost to the bank. The bidder has to factorize the onetime cost and recurring cost of backhaul on total cost of the project.	This Should on actual cost to the vendor, Bank should have to pay on actual basis	<b>No Amendment</b>

144	12	Backhaul ---	<p>7) At present, the Minimum Bandwidth requirements are as follows:</p> <p>Location Bandwidth requirement Data Centre, Chennai 40% of total branch Bandwidth at no extra cost to the bank.</p> <p>DR Site, Hyderabad 40% of total branch Bandwidth at no extra cost to the bank.</p> <p>Branches/ other locations Minimum 256 Kbps, Up-gradable up to 2Mbps Here 40% of total branch Bandwidth can be calculated as per below example: For 100 locations, the 40% bandwidth for DC and DR will be= (256 Kbps*100 location) x 40% = 10Mbps approx.</p> <p>Note: Bidder must increase the bandwidth of backhaul to Data Centre and Disaster Recovery Centre to accommodate the subsequent increase in number of branch as per above calculation with no extra cost to the bank.</p>	pls clarify This clause	<b>No Amendment</b>
145	24	8.5 Performance Bank Guarantee ---	<p>8.5 Performance Bank Guarantee The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>	<p>8.5 Performance Bank Guarantee The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 3 (three) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>	<b>No Amendment</b>
146	25	8.8 Implementation schedule (SLA for Delivery) ---	<p>1. Delivery and Up-gradation of Backhaul Selected Bidders in all three Category has to either up-grade or deliver redundant backhaul at both DC and DR as per clause 3.1 - "scope of work" within 4 weeks of release of purchase order.</p>	<p>1. Delivery and Up-gradation of Backhaul Selected Bidders in all three Category has to either up-grade or deliver redundant backhaul at both DC and DR as per clause 3.1 - "scope of work" within 6 weeks of release of purchase order.</p>	<b>No Amendment</b>

147	25	Delivery --- 8.8	<p>The selected bidder in category 2 should deliver the links as per below schedule: In here delivery includes Installation of Pole, MPLS 4G devices, link provisioning and link handover after testing</p> <table border="0"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td></td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>6 weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>12 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>16 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery		Timeline from date of PO		Phase 1	35% of ordered locations	6 weeks		Phase 2	75% of ordered locations	12 weeks		Phase 3	100% of ordered locations	16 weeks		<p>The selected bidder in category 2 should deliver the links as per below schedule: In here delivery includes Installation of Pole, MPLS 4G devices, link provisioning and link handover after testing</p> <table border="0"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td></td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>8 weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>10 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>12 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery		Timeline from date of PO		Phase 1	35% of ordered locations	8 weeks		Phase 2	75% of ordered locations	10 weeks		Phase 3	100% of ordered locations	12 weeks		<p><b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.</p>
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148	25	Delivery --- 8.8	<p>The selected bidder in category 3 should deliver the links as per below schedule:</p> <table border="0"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td></td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>6 weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>12 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>16 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery		Timeline from date of PO		Phase 1	35% of ordered locations	6 weeks		Phase 2	75% of ordered locations	12 weeks		Phase 3	100% of ordered locations	16 weeks		<p>The selected bidder in category 3 should deliver the links as per below schedule:</p> <table border="0"> <thead> <tr> <th>Phase</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Delivery</td> <td></td> </tr> <tr> <td colspan="2">Timeline from date of PO</td> </tr> <tr> <td>Phase 1</td> <td>35% of ordered locations</td> </tr> <tr> <td>8 weeks</td> <td></td> </tr> <tr> <td>Phase 2</td> <td>75% of ordered locations</td> </tr> <tr> <td>10 weeks</td> <td></td> </tr> <tr> <td>Phase 3</td> <td>100% of ordered locations</td> </tr> <tr> <td>12 weeks</td> <td></td> </tr> </tbody> </table>	Phase	Target	Delivery		Timeline from date of PO		Phase 1	35% of ordered locations	8 weeks		Phase 2	75% of ordered locations	10 weeks		Phase 3	100% of ordered locations	12 weeks		<p><b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.</p>
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149	25	Delivery ---	<p>Bank may order delivery of some VSATs Hardware at Head Office Warehouse for future use at branches. Bank will gradually intimate the selected vendor to shifting the VSATs from Head Office Warehouse to branch premises as an when required. Such shifting will be restricted to location within 13 operation district of Odisha. In such case, the vendor has to arrange for courier or transportation free of cost. Bank will release the payment for VSAT Hardware only and the payment for installation will be released after installation of VSAT at designated location of Bank.</p>	<p>This Should on actual cost to the vendor, Bank should have to pay on actual basis</p>	<p><b>Amendment:</b> After instruction of bank over e-mail, bidder should deliver the VSAT Hardware directly at the ordered location or delivery location.</p>																																				

150	30	8.18 Shifting of Link --- 8.18	The shifting activity should be completed within 10 days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement. 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. In case of shifting of link, the vendor has to provide all necessary material and work force within the approved shifting rate. The shifting rates quoted by L1 bidder under this RFP is subject to negotiation. The same would be negotiated between Purchase Committee and the representative of L1 bidder. The mutually agreed rate will be treated as rate contract during contract period	The shifting activity should be completed within 21 days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement. 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. In case of shifting of link, the vendor has to provide all necessary material and work force within the approved shifting rate. The shifting rates quoted by L1 bidder under this RFP is subject to negotiation. The same would be negotiated between Purchase Committee and the representative of L1 bidder. The mutually agreed rate will be treated as rate contract during contract period	<b>Amendment:</b> The shifting activity should be completed within two weeks from date of release of PO through e-mail only.
151	51	eligibility ---	9 The bidder should not have been blacklisted or de-empanelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company in India within last three years as on date of the RFP.	Pls remove this clause	<b>No Amendment</b>
152		General MPLS queries ---		Does customer want Dual Stack to be enabled on their MPLS circuits	<b>Clarification:</b> Yes, at present the network should work on IPv4 however, the network should have provision for migration to IPv6 network as per requirement of bank without any additional cost to bank.
153		General MPLS queries ---		Does Customer wants BFD to be enabled for any of their circuits for faster failover. Note this attracts extra Commercials	No Amendment
154		General MPLS queries ---		Does customer want Dual Stack to be enabled on their MPLS circuits	<b>Clarification:</b> Yes, at present the network should work on IPv4 however, the network should have provision for migration to IPv6 network as per requirement of bank without any additional cost to bank.
155	NA	General MPLS query --- NA	Mast Height	Since delivery is expected in remote locations, there should not be mast height restriction and customer should arrange for Mast permissions	<b>Amendment:</b> All bidder for MPLS on RF last mile should have minimum of 100 feasible locations with pole height of either 3m / 6m Roof Top Pole(RTP) or 9m / 12m Ground Based Pole(GBP) /Tower(GBT). <b>Bidder should mark the location "Not Feasible" if the site is feasible with RTP height more than 6m and GBP/GBT height more than 12m for MPLS on RF last mile.</b>

156	24	Term of Order --- 8.3	Contract term is 2 years	We would request for contract term of 3-5 years	<p><b>Amendment &amp; Clarification:</b></p> <p><b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be use for additional links order during the period of 2(two) years from date of release of first purchase order.</p> <p><b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per "Unit Price Rate Contract", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered &amp; accepted by the bank for the respective service provider.</p>
157	25	RFP --- 8.8 Implementation schedule (SLA for Delivery)	Delivery Schedule for Category 1	Request to change the 100% completion (phase 3) timeline to 20 week. Also, please confirm if penalty is applicable for non-delivery due to network challenges.	<b>No Amendment</b>
158	25	RFP --- 8.8 Implementation schedule (SLA for Delivery)	Delivery Schedule for Category 2	Request to change the 100% completion (phase 3) timeline to 16 week. Also, please confirm if penalty is applicable for non-delivery due to network challenges.	<b>No Amendment</b>
159	25	RFP --- 8.8 Implementation schedule (SLA for Delivery)	Delivery Schedule for Category 3	VSAT delivery and installaton timeline will be 12 - 16 week. Also, please confirm if penalty is applicable for non-delivery.	<b>No Amendment</b>
160		General Query ---	General Query	Basic Hygiene Factor such as UPS Power, earthing with E/N Voltage Less than 2 V, dust free environment, and Air Conditioner to be provided by Bank. Any failure of hardware due to basic pre-requisite not available, will be replaced on charged basis. Customer electrician support required in case of internal cable routing required to false ceiling, chocked ducts, etc.	<b>No Amendment</b>
161	18	RFP --- 5.8	The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 12 months, with a claim period of 6 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B.	Bidder request that claim period for BG be reduced from 6-months to 30-days	<p><b>Amendment:</b></p> <p>The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 month after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B. No interest will be paid on the EMD. Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro &amp; Small Enterprises of service industry</p>

					under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India
162	18	RFP --- 5.8	The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 12 months, with a claim period of 6 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B.	Bidder request that claim period for BG be reduced from 6-months to 30-days	<b>Amendment:</b> The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 month after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A or B. No interest will be paid on the EMD. Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India
163	24	RFP --- 8.5	The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder	Bidder request that claim period for BG be reduced from 12-months to 30-days	<b>No Amendment</b>
164	31-32	RFP --- 8.23	<b>Bidder's Liability</b> The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order. The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Bidder requests that aggregate liability of Bidder be capped to 12-months of the charges paid or payable by Bidder under the applicable order giving rise to such liability.  For service related matters, the sole liability of Bidder and sole remedy for CustoeMr should be applicable service credits and / or right to terminate the affected portion of the services.	<b>Clarification:</b> Please refer to the clause: 8.40 Limitation of Liability:

165	32	RFP --- 8.25	Exit Options and contract re-negotiations	<p>(i) Bidder request deletion of clause 8.25(b);</p> <p>(ii) Bidder request that in clause 8.25(c ), it should be clarified that bidder should continue to provide the facilities to OGB at the site, unless the root cause of such dispute or proceedings requires bidders to stop providing services or facilities;</p> <p>(iii) Bidder requests deletion of 8.25(g)(1);</p>	<p><b>Amendment:</b> Only below clauses will be applicable for clause "8.25 Exit option and contract re-negotiation, 8.27 Order Cancellation":</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause. Bank will not compensate or pay any penalty to the service provider towards cancellation of the order or contract.</p> <p>b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.</p>
166	33	RFP --- 8.27	Order Cancellation	<p>Bidder requests that a cure period of 45-days be provided to Bidder to cure a particular breach and if Bidder fails to cure such breach within said cure period, Bank may exercise its right to terminate the contract. In such cases, Bank may impose agreed upon liquidated damages for such breach, however there should not be any obligation upon bidder to pay interest and other charges</p>	<p><b>Amendment:</b> <b>8.27 Order Cancellation</b> OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;</p> <p>i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.</p>

167	33-34	RFP --- 8.28	Termination of Contract	<p>Termination for convenience would attract early termination charges as prescribed by Bidder;</p> <p>As regard termination for non-performance, Bidder requests such right should only be exercised when such non-performance is for more than 3 occasions for any consecutive period of 3-months in preceeding 12-months period</p>	<p><b>Amendment:</b>  <b>8.28 Termination of Contract</b>  <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p> <p><b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).</p> <p><b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>
168	34	RFP --- 8.29	Effect of termination	<p>Post termination or completion of contract, extension should be on mutually agreed terms;</p> <p>Further, in case of termination for convenience, early termination charges shall become payable by Customer</p>	<p><b>Amendment:</b>  <b>8.29 Effect of Termination</b></p> <ul style="list-style-type: none"> <li>• The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Price for such extended period services will be mutually agreed between Bank and Service Provider.</li> <li>• OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</li> <li>• OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued</li> </ul>



					rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.  • Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
169	34	RFP --- 8.30	Force Majeure	Bidder requests the time duration for a force majeure event giving termination right should be extended from 30-days to 90-days	<b>Amendment:</b> Notice period and Cure period for any clause under this RFP will be 90 days.
170	36	RFP --- 8.34	Intellectual Property Rights: All rights, title and interest of OGB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of OGB and Bidder shall not be entitled to use the same without the express prior written consent of OGB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order	Discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall vest proprietary rights to the Bidder.	<b>No Amendment</b>
171	45	RFP --- Annexure F	Declaration of Clean Track Record	This declaration should be modified to include "to the best of the knowledge and belief"	<b>No Amendment</b>
172	46	RFP --- Annexure G	Declaration for Acceptance of RPF Terms and Conditions	This declaration should be modified to include "save and except those which are mentioned as deviations by Bidder"	<b>No Amendment</b>
173	47	RFP --- Annexure H	Declaration for Acceptance of SOW	This declaration should be modified to include "save and except those which are mentioned as deviations by Bidder"	<b>No Amendment</b>

174	58	RFP --- Annexure M	Pre contract Integrity Pact - clause 2.12	Bidder requests deletion of clause 2.12, as it is practically difficult to ensure compliance with the same for the reason that Bidder is a publically listed entity whose share are traded on stock exchanges. Further Bidder has large employee base in India and Bidder is also not aware of employee of Bank	<b>No Amendment</b>
175	60	RFP --- Annexure M	Pre contract Integrity Pact - clause 10 & 15 (Facilitation of Investigation) and (Examination of Books of Accounts)	Bidder requests that access of books of account under this clause should be restricted to those which are available on public domain like audited financial results of the Bidder	<b>No Amendment</b>
176	24	RFP --- 8.3	The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of first purchase order. However, the unit price of L1 bidder(s) will be awarded as rate contract to selected bidder for a period of 2 years from date of release of first purchase order category wise. Bank at its sole discretion may release separate purchase order to extend the connectivity to other locations of bank as per rate contract within the period of 2 years. During this period of rate contract of 2 years, there should not be any upward revision in price. Bidder may extend any downward revision in price to bank during the period of rate contract.	Please clarify whether the same rate which has been agreed for 2 years will continue as-is for the remaining term of the contract without price change.	<b>Amendment &amp; Clarification:</b>  <b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be use for additional links order during the period of 2(two) years from date of release of first purchase order.  <b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per " <b>Unit Price Rate Contract</b> ", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered & accepted by the bank for the respective service provider.
177	29	RFP --- 8.17	Payment Terms	Bidder requests to make the payment term against Hardware/equipment/Pole rental from quarterly arrears to quarterly advance.	<b>No Amendment</b>
178	30	RFP --- 8.18	Shifting of Link	Shifting of link will depend on the feasibility of the new locations.	<b>Amendment:</b> The shifting activity should be completed within two weeks from date of release of PO through e-mail only. The PO will be released based on feasibility of new location.

179	33	RFP --- 8.27	Order Cancellation	<p>Bidder requests that a cure period of 45-days be provided to Bidder to cure a particular breach and if Bidder fails to cure such breach within said cure period, Bank may exercise its right to terminate the contract. In such cases, Bank may impose agreed upon liquidated damages for such breach, however there should not be any obligation upon bidder to pay interest and other charges</p>	<p><b>Amendment:</b>  <b>8.27 Order Cancellation</b>  OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;  i. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,  ii. Serious discrepancy in the quality of service expected.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service in access would necessarily have to be returned to OGB.</p>
180	33-34	RFP --- 8.28	Termination of Contract	<p>Termination for convenience would attract early termination charges as prescribed by Bidder;</p> <p>As regard termination for non-performance, Bidder requests such right should only be exercised when such non-performance is for more than 3 occasions for any consecutive period of 3-months in preceeding 12-months period</p>	<p><b>Amendment:</b>  <b>8.28 Termination of Contract</b>  <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p> <p><b>For Non-Performance:</b> OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).</p> <p><b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>

181	34	RFP --- 8.29	Effect of termination	<p>Post termination or completion of contract, extension should be on mutually agreed terms;</p> <p>Further, in case of termination for convenience, early termination charges shall become payable by Customer</p>	<p><b>Amendment:</b> <b>8.29 Effect of Termination</b></p> <ul style="list-style-type: none"> <li>• The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB. Price for such extended period services will be mutually agreed between Bank and Service Provider.</li> <li>• OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.</li> <li>• OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</li> <li>• Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.</li> </ul>
182	58	RFP --- Annexure M	Pre contract Integrity Pact - clause 8.1 (Fall clause)	Every deal is based upon different dynamics and hence it cannot be compared on the same ground. Post award of contract, service provider will not refund any amount in line with this.	<p><b>Amendment:</b> This clause has been removed</p>
183	13, 49	4.1 Eligibility Criteria(2), Annexure J - Eligibility Criteria Compliance	The bidder should have minimum annual turnover of Rs. 100 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years	<p>Please modify as below: The bidder should have minimum annual turnover of Rs. 70 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years</p>	<p><b>Amendment:</b> 2. The bidder should have average minimum annual turnover of Rs. 50 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.</p>

184	51	Eligibility Criteria --- sr no11	Security Certificate: All wireless connectivity should be certified for security by a reputed organization.	For Category 3 Bidder -Please remove this requirement. WPC License and VSAT operating Licence issued by DOT will be provided part of this requirement, please accept	<b>No Amendment</b>
185	53	Eligibility Criteria --- sr no 23	The Bidder for "Catefory-3" could be Original Equipment Manufacturer (OEM) for VSAT Hardware and Satellite Modem or premium partner / authorized reseller of the VSAT hardware and Satellite Modem in India. The Bidder must be in position to provide support / maintenance during the period of contract with the Bank.	Please allow as below: Bidder or It's 100% subsidiary may provide MAF	<b>No Amendment</b>
186	60	Article 8: Fall Clause --- 8.1	Article 8: Fall Clause 8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	Request Bank to remove this clause	<b>Amendment:</b> This clause has been removed
187	79	Table# 2 (Additional Charges not within Warrantee) --- Page no 79, table 2	L1 Bidder will accept the lowest price quoted in SL. No.8 to 18 of Table#2 across all bidder for Category 3 Link. All line item in Table#2 are subject to negotiation. All line items in Table#2 includes the cost of transportation and engineer visit.	Please consider the rate for SL no 8 to 18 of table #2 while deciding L1	<b>No Amendment</b>
188	80	Upgrade services --- Page no 80, Upgrade services	Costs of 1Mbps pooled bandwidth per year	Please clarify the purpose of 1 Mbps pool BW and how its get utilised	<b>No Amendment</b>

189	79	Table#1: --- page no 79, Table 1	Bandwidth Rental of 256Kbps dedicated bandwidth	Please confirm the Upload and download BW ratio	<b>No Amendment</b>
190	9	Objective of RFP --- Page no 9, Objective of RFP	Bank may at its sole discretion may provide secondary connectivity to other locations which at not listed in this RFP with redundancy on service provider	It was understood that in case of secondary connectivity the BW rate will remains same and bank IT team will configure the link to work as a backup media	<b>No Amendment</b>
191	9	2.3 Background --- Page no 9, 2.3 Background	Bank is in process to migrate the existing link of 255 numbers of location to new links with 256Kbps bandwidth. By this RFP, bank will migrate the link of rest 304 numbers of location to links with 256Kbps bandwidth. Bank is in process to provide secondary connectivity to all its 549 branches.	Please confirm the purpose of this RFP, is it to migrate existing 255 locations ?  OR Is it to migrate rest 304 location with 256 Kbps BW?  OR  Is it to provide backup connectivity to all 549 Sites	<b>No Amendment</b>
192	10	SOW --- Page no 10, SOW	Bank intends to engage bidders for providing the primary links to its 304 branch locations under rate contract for a period of 2 years	Please confirm the no of sites where VSAT links required (Opportunity size for category 3 bidders)	<b>No Amendment</b>
193	10	SOW --- Page no 10 , SOW	Bank intends to engage bidders for providing the primary links to its 304 branch locations under rate contract for a period of 2 years	As its an OPEX deal please consider min contract period of 5 years.	<b>Amendment &amp; Clarification:</b>  <b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be use for additional links order during the period of 2(two) years from date of release of first purchase order.  <b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per " <b>Unit Price Rate Contract</b> ", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered & accepted by the bank for the respective service provider.
194	11	Category 2 --- Page no 11, Category 2	If minimum number of locations of L1 bidder for MPLS 4G category, is < 50 as per clause 3 under "Category 2: For MPLS on 4G last mile", than the L1 bidder will be given additional 7 days after opening of commercial bid to do L2 feasibility test to make minimum of 50 number of locations feasible which are not awarded to the "L1 bidder of MPLS on RF last mile". If the L1 bidder fails to make at least 50 number of	In this case, will bank install VSAT at these location ?	<b>No Amendment</b>

			locations feasible within 7 days, no order shall be released in category 2 link		
195	NA	General --- NA	Genral Query	Please confirm the CBS application name and version to be used by Bank	Clarification: Bank will use Finacle 10 after CBS migration
196	25	Delivery Schedule for Category 3 --- Page no 25, point 4 Delivery Schedule for Category 3	Phase 1- 35% of ordered locations- 6 weeks	Requesting bank to allow min 8 weeks for Phase 1	<b>Amendment:</b> All the delivery time line will remain same but the time line will be calculated from the date of release of work-order along with site readiness.
197	NA	NA --- NA	Genral Query	Please clarify on below points.  1. If installation is happening in phase wise what will be the contract end period ?  2. Does for all sites contract end on same day ?  Or every site will have different date for contract closer depnds on installation date	<b>Amendment &amp; Clarification:</b>  <b>Unit Price Rate Contract:</b> The L1 price of the selected bidders will be treated as rate contract for 2(two) years from the date of release of first purchase order. This rate contract will be use for additional links order during the period of 2(two) years from date of release of first purchase order.  <b>Term of the order / Contract Period of this project:</b> The total terms of all links ordered in first purchase order and subsequent purchase orders as per " <b>Unit Price Rate Contract</b> ", will be for a period of 5(five) calendar years from the date of delivery and acceptance of first link ordered to the respective service providers. Any links ordered or installed or delivered after the date of acceptance of first link, will have the end date of contract as same as that of end date of contract of first link delivered & accepted by the bank for the respective service provider.
198	25	Delivery Schedule for Category 3 --- Page no 25	Bank may order delivery of some VSATs Hardware at Head Office Warehouse for future use at branches. Bank will gradually intimate the selected vendor to shifting the VSATs from Head Office Warehouse to branch premises as an when required. Such shifting will be restricted to location within 13 operation district of Odisha. In such case, the vendor has to arrange for courier or transportation free of cost. Bank will release the payment for VSAT Hardware only and the payment for installation will be released after installation of VSAT at designated location of Bank.	Please specify the no of hardware banks required at Head office wherehouse  or  bank can make a rate card for shifting of hardware from Head office ware house to remote regions. The per unit shifting will happen as per define rate card	<b>Amendment:</b> After instruction of bank over e-mail, bidder should deliver the VSAT Hardware directly at the ordered location or delivery location.

199	25	Network Availability (SLA Network Uptime): --- Page no 25, 8.9 Network Availability (SLA Network Uptime):	Bank's Head Office, Primary Data Centre, and DR Centre, MTTR 1 hrs	As per RFP requirement bank is asking dual last mile at DC and DR. So if one of the link at DC /DR is down. will it consider as down time ?	<b>Clarification:</b> If both the links of either DC or DR became down, than this will be considered as down for all the locations.
200	25	Network Availability (SLA Network Uptime): --- Page no 25, 8.9 Network Availability (SLA Network Uptime):	Tier 3 cities- Maximum 8 Hrs	Requesting bank to consider 8 hrs excluding travelling time	<b>No Amendment</b>
201	25	Network Availability (SLA Network Uptime): --- Page no 25, 8.9 Network Availability (SLA Network Uptime):	All branch locations should have uptime as per the above table per month	As per Industry standerd practise SLA is calualted on quarteltry basis. Alos bank is releasign payment on quarterly basis. Hene requesting abnk to mody the requirement as, "All branch locations should have uptime as per the above table per quarter".	<b>No Amendment</b>
202	27	Penalty clause --- Page 27, Penalty clause	In case the service provider has completed all the necessary required infrastructure but the link could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations.	If link could not be get established in a week time due to reason attribute to bank, Please consider such sites are deemed installed and Bank shall pay hardware rental charges to bidder	<b>No Amendment</b>
203	30	Shifting of link --- page 30 Shifting of link	The shifting activity should be completed within 10 days of release of PO through e-mail only.	Please allow min 15 days for link shifting	<b>Amendment:</b> The shifting activity should be completed within two weeks from date of release of PO through e-mail only.
204	32	Warranties --- Page 32, Warranties	All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB	As its rental model the cluse is not applicable. Hence rqeusting bank to delete this clause	<b>Amendment:</b> At the end of contract period, warrantee of the equipment or link provided by service provider shall end, unless the contract period renewed or extended.
205	34	Force Majeure --- Page 34	Force Majeure	Please consider satellite / transponder failure as part of force majeure	<b>Additional Clause:</b> f) for Category - 3 links, transponder failure
206	NA	General --- NA	General Query	What happen at the end of contract period. Will bidder need to take back his equipment ?	<b>Amendment:</b> At the end of contract period, the ownership of the equipment should be transfer to the Bank. Any maintenance or replacement of the equipment(s) under warrantee of service provider should be done before end of contract period and all the equipment provided should be in good and working condition as of end date of contract period or before handover to Bank.
207	33	Termination of Contract --- 8.28	For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice	Since this is an OPEX deal, Bidder has to invest upfront which shall be amortized over the contract period, bidder will incur huge loss in case of such terminations, hence request OGB to remove this clause	<b>Amendment:</b> <b>8.28 Termination of Contract</b> <b>For Insolvency:</b> OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.  <b>For Non-Performance:</b> OGB reserves its right to terminate the



					<p>RFP/contract in the event of Bidder's repeated failures (say more than 5 occasions in a calendar year to maintain the service level prescribed by OGB).</p> <p><b>For Amalgamation / Merger of Bank:</b> OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.</p> <p>Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>																																																																								
208	24	Performance Bank Guarantee --- 8.5	<p>Performance Bank Guarantee</p> <p>The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>	We request bank to accept PBG with validity period of one year and to be renewed every year till the expiry of the contract period	<p><b>Clarification:</b></p> <p>The performance bank guarantee (PBG) should be for 5 years.</p>																																																																								
209	27	8.12 Penalty Clauses: --- 8.12	<p>Penalty will be charged on Total One Time Cost of delayed link.</p> <table border="0"> <tr> <td>Delay in Weeks</td> <td>Penalty on Category 3 Links</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 and above -</td> <td>10%</td> </tr> </table>	Delay in Weeks	Penalty on Category 3 Links	1 -	1%	2 -	2%	3 -	3%	4 -	4%	5 -	5%	6 -	7%	7 -	9%	8 and above -	10%	<p>Please change to below for Category 3 Links:</p> <p>Penalty will be charged on Total One Time Cost of delayed link.</p> <table border="0"> <tr> <td>Delay in Weeks</td> <td>Penalty on Category 3 Links</td> </tr> <tr> <td>1 -</td> <td>1%</td> </tr> <tr> <td>2 -</td> <td>1%</td> </tr> <tr> <td>3 -</td> <td>2%</td> </tr> <tr> <td>4 -</td> <td>2%</td> </tr> <tr> <td>5 -</td> <td>3%</td> </tr> <tr> <td>6 -</td> <td>4%</td> </tr> <tr> <td>7 -</td> <td>4%</td> </tr> <tr> <td>8 and above -</td> <td>5%</td> </tr> </table>	Delay in Weeks	Penalty on Category 3 Links	1 -	1%	2 -	1%	3 -	2%	4 -	2%	5 -	3%	6 -	4%	7 -	4%	8 and above -	5%	<p><b>Amendment:</b></p> <p>The penalty for delay period in weeks and part thereof after the time frame mentioned in clause 8.7 – "Implementation schedule (SLA for Delivery)" will be calculated as per table provided in section "8.1 Penalty Clauses: Penalty for delay in commissioning".</p> <p>Penalty will be charged on hardware/pole rental of delayed link.</p> <p><b>Penalty Table</b></p> <table border="1"> <thead> <tr> <th>Delay in Weeks</th> <th>Category 1</th> <th>Category 2</th> <th>Category 3</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1%</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>2</td> <td>1%</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>3</td> <td>2%</td> <td>2%</td> <td>2%</td> </tr> <tr> <td>4</td> <td>2%</td> <td>2%</td> <td>2%</td> </tr> <tr> <td>5</td> <td>3%</td> <td>3%</td> <td>3%</td> </tr> <tr> <td>6</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td>7</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td>8 and above</td> <td>5%</td> <td>5%</td> <td>5%</td> </tr> </tbody> </table> <p>The Bidder must strictly adhere to the implementation schedule, specified in the Work Order for performance of the obligations arising</p>	Delay in Weeks	Category 1	Category 2	Category 3	1	1%	1%	1%	2	1%	1%	1%	3	2%	2%	2%	4	2%	2%	2%	5	3%	3%	3%	6	4%	4%	4%	7	4%	4%	4%	8 and above	5%	5%	5%
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					<p>out of the contract and any delay will enable the Bank to resort to any or both of the following:</p> <p>1 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 5 % of the One Time Cost of delayed link.</p> <p>2 Termination of the agreement fully or partly and claim of liquidated damages.</p> <p>If the delay is beyond 12 weeks for any link, the phase 3 payment of 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.</p>
210	NA	General --- NA	General Query	<p>Please confirm if Existing VSAT Service Providers at Bank Branches can use their existing VSAT ODU (Reflector, LNB &amp; BUC) and IDU (VSAT Modem) for this project or Selected VSAT Service Provider should provide Brand New VSAT ODU and IDU with latest technology replacing the old VSAT Equipments at Bank Branches.</p>	<p><b>Clarification:</b> All selected bidder need to provide new equipment and cables at the ordered branch locations, irrespective of type of link provided.</p>
211		New Clause	New Clause		<p><b>New Clause:</b> All equipment, cables, etc. delivered or installed should be new, unused and good in quality.</p>

**Note:** The Clarification and necessary Amendment has been addressed in this document. However, any typo error or contradictory Clarification or Amendment should be further clarified either by e-mail or telephone.

## Section 1 – New Bid Schedule

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	RFP/ITD/NETWORK/003/2018-19
2.	Date of Issue of RFP	02 <sup>nd</sup> January 2019
3.	Last date for receipt of queries, if any.	10 <sup>th</sup> January 2019, 17:00 hours
4.	Pre Bid Meeting	11 <sup>th</sup> January 2019, 11:30 hours
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	<b>20<sup>th</sup> February 2019 on or before 17:00</b> hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	<b>20<sup>th</sup> February 2019 on or before 17:00</b> hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	<b>21<sup>st</sup> February 2019 at 11:00</b> hours at the Bank's Information Technology Department, Bhubaneswar.
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 submission as stated in serial No.6 and for any enquiries.	R. R. Venkatachary – General Manager IT S. K. Basa – Sr. 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 officials for any clarification.	Mr. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. Patra - Manager-IT - 0674-2353033
13.	Contact e-mail ID	network@odishabank.in

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend.