



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

**RFP Ref. No. OGB/IT/RFP/NETWORK/002/2019-20 dated 09<sup>th</sup> August 2019, Amendment\_2 Date: 11-09-2019**

**AMENDMENT\_1: REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL**

**Below is the result of Pre-bid meeting dated 28<sup>th</sup> August 2019 and agreed amendments.**

**Pre-Bid Queries for RFP for procurement of 50 VSATs for ATM and CRM**

SI No	Page No.	Clause Number	RFP Clause	Bidders Remark	Banks Remark
1		General Query	<b>General</b>	<p>NCLT, Mumbai Bench has approved the composite scheme of arrangement and amalgamation between Nelco Limited &amp; its two wholly owned subsidiaries namely, Tatanet Services Limited and Nelco Network Products Limited.</p> <p>This scheme will be effective after the approval of DOT for transfer of VSAT and ISP Licenses from Tatanet Services Limited to Nelco Limited, which is awaited.</p> <p>After the scheme is effective the prime bidder Tatanet Services Ltd will be amalgamated with Nelco Limited and Vsat hardware and rental business will be transferred from Nelco Limited to Nelco Network Products Limited.</p> <p>To summarize, after the scheme is effective the consortium members would be Nelco Limited and Nelco Network Products Limited.</p> <p>Please confirm the aforesaid for our eligibility for bidding.</p>	<p><b>Clarification:</b></p> <p>Bank will allow the consortium bidder after merger if the consortium partner company will remain 100% subsidiary of parent bidder's company.</p> <p>Bidder need to submit a copy of merger or amalgamation notification issued in public.</p>
2	9	Objective of RFP	In this RFP bank will select service provider for procurement, installation and maintenance of 50 VSATs in two phases of 25 numbers each within period of 2 years from date of release of purchase order	Since the Bid validity Period is 180 days, request Bank to issue purchase order for all the VSAT (Phase I and Phase II) within 180 days from date of the award of contract	<b>No Amendment</b>
3	10	point 3.1 SOW	Vendor should provide pooled bandwidth of 128Kbps for each 25 VSATs.	Please confirm the order quantity for first PO?	<b>No Amendment</b>

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				it is assumed that bank will required 128 Kbps from day 1. Please confirm	
4	10	point 3.1 SOW	Vendor should provide pooled bandwidth of 128Kbps for each 25 VSATs.	Please share the application details which will work on ATM	<b>Clarification:</b> Bank cannot share the application details used in ATM due to security reason.
5	10	Point 4 SOW	Vendor should deliver and install the VSAT at the designated ATM location within 48 Hours on receiving the delivery order by e-mail from Head Office of Odisha Gramya Bank. For this purpose, Vendor may either keep sufficient number of VSAT hardware set in their warehouse at Odisha or at warehouse of Bank.	Please confirm the remote ATM location address details.	<b>Clarification:</b> Bank will provide the details of location with the delivery order. However, all the ATM locations will within 13 districts of Odisha where Bank has its presence.
6	10	Point 7 SOW	All VSATs should have one year warranty from the date on installation and AMC there after till the end of contract as per approved rate contract.	Please modify the clause as below: "All VSATs should have one year warranty from the date of Delivery of Hardware t site and AMC there after till the end of contract as per approved rate contract."	<b>Amendment:</b> All VSATs should have one year warranty from the date of delivery at designated location and AMC there after till the end of contract as per approved rate contract.
7	10	Point 8 SOW	Vendor should do the drilling on the wall of the ATM premises for connecting the cable from outdoor unit (ODU) to indoor unit (IDU).	The drilling needs to be done by bank. VSAT enginner going for installation can not do the drilling.	<b>No Amendment</b>
8	15	Point 5.11	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	Please accept the bid Validity period of 180 days	<b>No Amendment</b>
9	20	Point 8.8 SLA	Uptime per month	As per standered practise in Telecom sector the uptime is calculated on quartelry basis. The bank also have quarterly payment arrangment with its vender. Hence requeusting bank to change the uptime calcaultion on quarterly basis instead of Monthly	<b>No Amendment</b>
10	20	Point 8.8 SLA	The SLA calcaultion	The RFP is for ATM baut the SLA calcaultion is shared for brach. Hence requesting bank to share the updате SLA for ATM.	<b>Amendment:</b> "branch" should be read as "ATM", wherever it is mentioned in the document related to SLA.
11		General Query	General Query- Deem installation	In case the VSAT is install / material rach at site but sites not getting commisioned due to depdnacy on bank. In such case pelase consider site is deem installed and clear the one time payment for partiuclalt site.	<b>Clarification:</b> In case VSAT material has been delivered but could not be installed due to reason attributed to bank, for same case, bank will accept the invoices raised for VSAT hardware only but not for installation.
12	26	Point 8.22	OGB has right to alter (increase or decrease) the number of Links. OGB has right to place order for additional VSAT or cancellation of any links to the bidder in the Contract.	This is open statement. Please confirm the no of sites in % for increaease or decrease	<b>No Amendment</b>

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13	30	Point 8.38	The VSAT modem output should be with RJ45 Ethernet and should be terminated at Router Gigabit Ethernet port.	Please revalidate the availability of router at ATM site. It is understood that the VSAT modem output should be terminated at ATM machine ethernet port. Please confirm	<b>Amendment:</b> The VSAT modem output should be with RJ45 Ethernet and should be terminated directly at the ATM Ethernet port.
14	44	Point 11	Security Certificate: All wireless connectivity should be certified for security by a reputed organization.	VSAT is a highly secured connectivity media, however there is no security certificate available for this, we request you to please accept DOT license copy or a declaration in this regards towards certifying this criteria	<b>Clarification:</b> A declaration in this regards will suffice the requirement.
15	20	Clause 8.7	Vendor should deliver the VSAT at the designated ATM location within 48 Hours on receiving the delivery order by e-mail from Head Office of Odisha Gramya Bank	Request you to please modify to 3 working days	<b>Amendment:</b> Vendor should deliver the VSAT at the designated ATM location within 72 Hours on receiving the delivery order by e-mail from Head Office of Odisha Gramya Bank
16	19	Clause 8.4	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.	Request you to please consider below suggestions: 1. the claim period to 1 month from the date of expiry of PBG validity period 2. Please clarify if the PBG for phase I and Phase II would be submitted separately (10% of each PO value) 3. We request bank to accept PBG with a validity period of one year and to be renewed every year till the expiry of the contract period	<b>No Amendment</b> Bidder need to submit separate PBG Purchase order wise.
17	22	8.11 Warranties and Annual Maintenance Contract	Bank will provide VSAT protection cage from Monkey for VSAT out door unit, where ever both field engineer of selected bidder and Branch Manager at the installed location agrees for the requirement of the same.	Since the responsibility of the Monkey cages lies with Bank, it is understood that any outage related to monkey menace will not be considered as down time.	<b>No Amendment</b>
18		8.13 Payment Terms:	8.13 The payment will be released only after furnishing PBG and SLA	We understand that SLA draft will be as per the tender terms and will initially be shared by BANK, in such case any delay from BANK side in formalizing the SLA should not impact on our payment.	<b>Clarification:</b> SLA draft as per terms and condition of RFP should be submitted by Bidder. Any delay in finalizing the SLA document due to bank will not impact on payment.
19	27	8.26 Force Majeure	General request	Please include sun outage, satellite failure etc. in the force majeure	<b>Clarification:</b> Transponder failure has already been included in force majeure.
20	21	clause 8.3,(Penalty for Delay in Commissioning)	Penalty for Delay in Commissioning: Delay in Weeks      Penalty on Category 3 Links 1 -      1% 2 -      2% 3-      3%	Please modify as below: Penalty for Delay in Commissioning: Delay in Weeks      Penalty on Category 3 Links 1 -      0.5% 2 -      1%	<b>No Amendment</b>

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			4- 4% 5- 5% 6- 7% 7- 9% 8 and above - 10%	3- 2% 4- 2.5% 5- 3% 6- 4% 7- 4.5% 8 and above -5%	
21	19	8.7 Implementation schedule (SLA for Delivery)	1) Delivery and Up-gradation of Backhaul Selected Bidders has to either up-grade or deliver redundant backhaul at both DC and DR within 4 weeks of release of purchase order. 2) Transportation of VSAT from Warehouse to given site and installation of VSAT link at given site 3) Shifting of VSAT	1) Please change it to 8 weeks from the date of PO.  2) Transportation of VSAT from Warehouse to given site and installation of VSAT link at given site: please change it to 5 working days  3) Shifting of VSAT: Please change it to 7 working days. Shifting means De-INC & Re-INC of VSAT. Packing & Transportation is additional.	<b>Amendment:</b>  1) Delivery and Up-gradation of Backhaul Selected Bidders has to either up-grade or deliver redundant backhaul at both DC and DR within 4 weeks of release of purchase order. 2) Transportation of VSAT from Warehouse in Odisha or nearby state to given site and installation of VSAT link at given site should be done within 72 hours of delivery order over e-mail. 3) Shifting of VSAT should be done within 3 working days from date of release of Work Order. Transportation within same city should be done in same day and transportation between city but within Odisha should be done within 4 days
22	20	8.8	8.8 Network Availability (SLA Network Uptime):	Please consider please consider Quarterly uptime	<b>No Amendment</b>
23	24	8.14	8.14 Shifting of Link	Please consider 7 working days. Shifting means De-INC & Re-INC of VSAT. Packing & Transportation is additional.	<b>No Amendment</b>
24		General Query	General Query	We request Bank to issue separate Purchase Order for Hardware & Bandwidth Services	<b>Clarification:</b>  Separate order will be released for Hardware + AMC and bandwidth.
25	11	4.1 Eligibility Criteria (4. ISO/TL Certificate)	The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Network Services, Customer services and Security. Bidder should submit copy of relevant ISO certificate need to be produced along with the Technical bid.	Please amend as below:  The Bidder should have required level of ISO 9001 <del>and</del> <b>OR</b> ISO 27001 certification related to Network Services, Customer services and Security. Bidder should submit copy of relevant ISO certificate need to be produced along with the Technical bid.	<b>No Amendment</b>
26	22	8.10-Penalty Clauses (1. Penalty for Delay in Commissioning):	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 10 % of the One Time Cost of delayed link.	Please confirm/amend as below:  1. In case of delay in implementation, only LD should be applicable OR termination should be limited to the Delayed Site only not of the entire contract.  2. Further such termination should come into action post providing 30 days of cure period to the bidder.  3. Also request customer to cap it to 5% of the One Time Cost of delayed link only.	<b>No Amendment</b>

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			2. Termination of the agreement fully or partly and claim of liquidated damages.		
27	22	8.10-Penalty Clauses (1. Penalty for Delay in Commissioning):	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.	Please confirm below:  1. Request not to link one phase payment to other phase payment. 2. Further request not to invoke the PBG as anyways vendor would be paying LD charges too.	<b>Amendment:</b>  This Clause has been removed
28	22	8.10-Penalty Clauses (4. Penalty for not meeting the SLA on Network Uptime:):	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. 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.	We request customer to cap the penalty to 50% of the charges payable to the service provider for that particular site.	<b>No Amendment</b>
29	23	8.13 Payment Terms: (1 One Time Payment)	The Payment against VSAT Hardware / equipment will be released one delivery of 100% VSAT hardware as per purchase order at bank’s warehouse or designated ATM site.	We request bank to allow part-shipment and part-payment against the respective deliveries	<b>No Amendment</b>
30	24	8.13 Payment Terms: (2 Bandwidth Rental)	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 8.10 of the RFP.	Request Bank that any penalty due against performance should be settle via Credit Note, not via PBG already submitted by bidder	<b>No Amendment</b>
31	54	Article 14: 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.	The Bidder shall co-operate within the legal limits but securing its interest at the same time.	<b>No Amendment</b>
32	26	8.23-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	Please amend as below:  <b>Subject to a prior written notice of 30 days.</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;	<b>Amendment:</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 with a notice of 30 days;

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			<p>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 would necessarily have to be returned to OGB on prorate basis from the date of each such payment.</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 <b><i>not in accordance with agreed SLA terms.</i></b></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><del>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 on prorate basis from the date of each such payment.</del></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 as per agreed SLA or guideline defined by Government of India.</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 Advance payments made by OGB to the Bidder for the particular service effective from start of notice period would necessarily have to be returned to OGB on prorate basis from the date of each such payment.</p>
33	27	8.24-Termination of Contract (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>Please amend as below:</p> <p>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) <b><i>provided that such failures had not been remedied within a period of 30 days</i></b></p>	<b>No Amendment</b>
34	27	8.25-Effect of Termination (Bullet point-3, 4 and 5)	<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 favourable 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>- 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>- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination</p>	<p>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 favourable 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>For the above term the bidder agrees to give services on same terms except for the Prices which will be revised and mutually agreed., Please confirm</p> <p>-OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB <del>at the sole discretion of OGB</del> 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>OGB <del>may</del> <b>shall</b> make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination</p>	<b>No Amendment</b>

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			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.	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.	
35	27	8.26-Force Majeure	If the Event of Force Majeure shall continue for more than twenty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.	Please amend as below:  "...If the Event of Force Majeure shall continue for more than <del>twenty</del> <b>thirty</b> (30) days either party shall be entitled to terminate the Agreement at any time thereafter without <del>out</del> <b>prior written</b> notice of <b>atleast 30 days</b> ."	<b>Amendment:</b>  If the Event of Force Majeure shall continue for more than thirty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.
36	28	8.27-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 <b>NEW DELHI Bhubaneswar</b> , 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 <b>NEW DELHI Bhubaneswar</b> ."	<b>No Amendment</b>
37	28	8.28-Compliance with Applicable Laws of India	The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	Please amend as below:  The <del>Parties Bidder</del> <b>Parties Bidder</b> confirms <del>to each other</del> <b>to each other</b> OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	<b>No Amendment</b>
38			Additional Clause: Bidder's Termination Rights	The Bidder reserves the right to cancel the contract in the following events: • If Bank is in breach of any obligation under this Agreement.	<b>No Amendment</b>

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				<ul style="list-style-type: none"> <li>• If Bank fails to make the payment of invoices within 30 days of receipt of such invoice.</li> <li>• If Bank is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days.</li> </ul>	
39			Additional Clause: Interest on Overdue Payments	Any amount, which is unpaid by the Customer, shall bear interest at an annual rate equal to SBI PLR+2% from the date when such payment has become due until such time the payment is actually made.	<b>No Amendment</b>