



**ODISHA GRAMYA BANK**

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

RFP Ref. No. IT/RFP/NETWORK/007/2019-20 dated 18<sup>th</sup> October 2019, Amendment\_2 Date: 06-11-2019

**AMENDMENT\_2: (Re-Tender) REQUEST FOR PROPOSAL (RFP) ON RATE CONTRACT FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF VSAT FOR PRIMARY & SECONDARY CONNECTIVITY ON CAPEX MODEL AND MPLS VPN OVER RF & WIRELINE LAST MILE ON OPEX MODEL FOR PRIMARY / SECONDARY CONNECTIVITY**  
**All bidders are hereby informed that based on the discussion in the Pre-bid meeting held at Head Office of Odisha Gramya Bank, on date 1<sup>st</sup> November 2019, the response to queries submitted by all bidders are as under.**

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
1	Eligibility Criteria	15	Sr no 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	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	<b>Amendment:</b> The bidder should have minimum cumulative annual turnover of Rs. 50 Crores in last three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years
2	Eligibility Criteria	18	sr no13	Security Certificate: All wireless connectivity should be certified for security by a reputed organization.	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 &amp; Clarification:</b> Bank is asking for a declaration. Bidder may submit a self-declaration along with supporting documents (if-any) as a part of this requirement.
3	Termination of Contract	37	8.28	8.28 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. 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	Request Bank to remove this clause	<b>No Amendment:</b>

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				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.		
4	Performance Bank Guarantee	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.	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	<b>No Amendment:</b>
5	8.11 Penalty Clauses: 1. Penalty for Delay in Commissioning:	29	8.11	Penalty will be charged on Total One Time Cost of delayed link. Delay in Weeks    Penalty on Category 2 & 3 Links (VSATs) 1 -    1% 2 -    2% 3-    3% 4-    4% 5-    5% 6-    7% 7-    9% 8 and above - 10%	Please change to below for Category 3 Links: Penalty will be charged on Total One Time Cost of delayed link. Delay in Weeks    Penalty on Category 2 & 3 Links (VSATs) 1 -    1% 2 -    1% 3-    2% 4-    2% 5-    3% 6-    4% 7-    4% 8 and above -5%	<b>No Amendment:</b>
6	Scope of work - Category 2	11	2	The Latency of the VSAT should be within 650ms (with no application load), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.	The 650 msec delay is very aggressive requirement. Hence requested bank to amend the requirement as , <b>"The avg Latency of the VSAT should be within 800ms</b> (with no application load),	<b>Amendment:</b> The Latency of the VSAT should be within 650ms (with no application load & <b>good weather condition</b> ), when pinged from Customer Premises Router WAN port

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					when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.	connected to VSAT modem WAN port, to Bank's DC, DR gateway.
	Scope of work - 7 Category 2	12	5	The minimum number of VSATs to be ordered in first purchase order would be for 100 units and should be delivered and installed at ordered branches mentioned in the purchase order.	as per scope of work point no 4, " Bank will release order for 1m or 1.2m Ku band VSATs with bandwidth configuration mentioned above for the locations <b>which are not feasible by the selected service provider for MPLS on Fiber or Wireless or RF last mile.</b> " Hence it was understood that the order quantity 100 units are the sites which are not feasible on MPLS/RF . Please confirm	<b>Clarification:</b> Yes, it can be understood that the order quantity of 100 units are for the sites which are not feasible on MPLS/RF.
	Single point of contact 8	14	1	During implementation and delivery of the project in Category 1, 2 & 3, the selected bidder should deploy a dedicated L2 engineer at Head Office of OGB for coordination during business hours of bank.	In case of VSAT all the configuration will be managed centrally from VSAT service provider HUB/NOC. Hence requested bank to consider offsite dedicated L2 engineer during implementation and delivery of the project. Instead of onsite (OGB Office) engineer	<b>Amendment:</b> During implementation and delivery of the project in Category 1, 2 & 3, the selected bidder should deploy a dedicated L1 engineer or co-ordinator at Head Office of OGB for coordination during business hours of bank.
	9 Backhaul	13	6	If the selected bidder is existing service provider to the bank, then they have to upgrade the existing backhails as per above requirement and should migrate the billing of existing links to the above proposed billing model. In such case, the bidder should stop the billing for existing backhaul from date of installation of first link of first purchase order to be released	The Nelco has redundant backhaul infra at bank DC (Chennai) and DR (Hyderabad) for ATM connectivity. Please confirm can we use same infra with upgrade BW capacity can be used for this RFP requirement.	<b>Clarification:</b> Bidder can use existing infra irrespective of purpose for which these are being used for this project. <b>However, Bidder must upgrade the existing infra as per requirement of of this RFP and should change the billing of existing infra to free of cost model for all existing services and new services to be procured under this RFP.</b>
	10 Technical Bid	21	1	Feasibility Report Signed and stamped - Annexure N	Does it also applicable for category 2 and 3 bidders. Please confirm	<b>Clarification:</b> Bidder can use existing infra irrespective of purpose for which these are being used for this project. <b>However, Bidder must upgrade the existing infra as per requirement of of this RFP and should change the billing of existing infra to free of cost model for all existing services and new services to be procured under this RFP.</b>
	11 Evaluation of commercial bid	25		For Category 3 (VSAT for secondary connectivity), bidder with lowest quotation among pooled bandwidth and per site bandwidth will be awarded as L1 bidder	Please confirm what is required pool or per site BW.  OR	<b>Clarification:</b>  Bidder for Category 2 and 3 need not to submit any Feasibility report as per Annexure - N. However, if any

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				and bank will take either pooled or per site bandwidth as per lowest quote among all.	Please consider the lowest price only for prefer option to declare L1	bidder under Category 2 and(or) 3 finds any listed location to be not feasible than they should mentioned the same in the technical bid otherwise Bank will consider that all locations are feasible for Category 2 and 3 for the bidder.
12	Bandwidth Configuration	10	1	Pooled Bandwidth: Bandwidth per site at any point of time should be up to 256 Kbps.	In pool, BW gets allocated to all sites. As per requirement any branch can burst up to 256 Kbps. Hence it is not practical to show the Bandwidth per site at any point of time should be up to 256 Kbps. Hence requesting bank to delete this requirement or amend it as any site can burst up to 256 Kbps depends on BW available in pool.	<b>Amendment:</b> Pooled Bandwidth: Bandwidth per site at any point of time should able to burst upto 256Kbps depending on bandwidth available in the pool.
13	Successful Evaluated bidder	25		The quantity of order under Category 3 (VSATs) will be minimum of 200 or higher as per requirement.	Please also confirm the minimum order quantity for category 2 bidder	<b>Clarification:</b> Please refer to point # 5 of 3.1 Scope of work: clause: Category 2: (Primary link on 1m or 1.2 m VSAT of Ku-Band)
14	Successful Evaluated bidder	25		The L1 bidder for VSAT under Category 2 & 3 should accept the lowest price quoted for procurement and installation Monkey Protection VSAT Caging by all bidder under Category 2 & 3.	Monkey cage requirement is site specific. Hence requesting bank, not to consider Monkey cage installation cost for L1 selection	<b>Clarification has already been given in RFP</b>
15	Notification of Award / Purchase Order	26	8.1	In any category if the L1 bidder refuses to accept the Purchase Order or L1 bid got rejected for violation of terms mentioned in the RFP, the bidding process for that category will be cancelled. The bidder will be disqualified for all other categories even though the bidder comes L1 in other categories. In such case, the locations of that category will be offered to L1 bidder other Category subject to feasibility	Please confirm in case the category 1 bidder not accept the PO. Then whom (Category 2 or 3) bank will give presence category 2 or category 3 bidder	<b>Clarification:</b> One bidder can participate in either one or two or all three Categories. L1 bidder will be selected for each Category separately.
16	Term of the Order	26		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.	as per RFP the rate contract is valid for only 2 years from date of first PO. Please confirm purpose of asking , "Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of first purchase order."	<b>Clarification:</b> The Project term is 5 years from date release of first Purchase Order.  The rate contract for additional orders should be valid for 2 years from date of release of first Purchase Order.

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17	Term of the Order	26		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	as the rate is fixed as per RFP process there is no scope for downward revision in price during rate contract. Hence please delete this requirement.	<b>No Amendment</b>
18	Delivery and Up-gradation of Backhaul	27		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	In case of new backhaul implementation 4 weeks is too short duration. Hence please amend the requirement as, "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 <b>10 weeks</b> of release of purchase order	<b>No Amendment</b>
19	Network Availability (SLA Network Uptime):	27		Branches/ Other locations- -->Tier 1 and Tier 2 cities- MTTR 1 hrs --> Tier 3 cities & Rural- MTTR 4 hrs	It is assumed that the MTTR calculation is excluding travelling time to Tier 1, Tier 2 and Tier 3 sites. Please confirm	<b>Amendment:</b>  <u>8.8 Network Availability (SLA Network Uptime):</u>  1. Bank's Data Centers and DRs: Uptime per month = 99.95% and MTTR =1 Hour  2. Head Office / Regional Offices / Central Clearing House: Uptime per month = 99.50% and MTTR =2 Hour  3. Branches (Tier 1 & 2 cities (State Capitals/ District Headquarters): Uptime per month = 99.50% and MTTR =3 Hour  4. Branches (Tier 3 cities & Rural ( Bank's Rural branches and all other locations not covered under the above classifications): Uptime per month = 98.50% and MTTR =4 Hour
20	Network Availability (SLA Network Uptime):	27		All branch locations should have uptime as per the above table per month	Requesting bank to calculate the uptime Quarterly basis which is inline with payment term. ( Payment is quarterly basis)	<b>No Amendment</b>
21	Penalty for Delay in Commissioning	29	1	Wherever the commissioning is delayed due to delay in obtaining permission from local authorities, it will not attract penalty if supporting documents acceptable to the bank are provided. The service provider has to inform the details to Network Department of OGB Head Office along with	As the VSAT getting installed at banks branch location. Its bank responsibility to obtain permission from local authority to installed VSAT. Please confirm	<b>Clarification:</b> Both Bank and Vendor are responsible to obtain permission from local authorities as per requirement and scope of each parties.

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				copies of application to local authorities and necessary fees paid, if any, to claim exemption from penalty		
22	Warranties and Support	30		Bidder will be responsible for any downtime due to disturbances caused by monkey even after installation of Monkey Protection Cage	This clause cannot be acceptable. Please remove this clause.	<b>No Amendment</b>
23	Bandwidth	33		The bandwidth rental should start from the date of handover of the working link. The date of handover of the link will be the acceptance date of link by bank.	What document need to provide and whom to confirm the link is working. Will the soft copy of required document solve the purpose?	<b>Clarification:</b> An e-mail confirmation from Network Cell of Bank's Head Office, along with installation report signed and stamped by Branch Manager (or in-charge) will be considered as acceptance document. Printed copy of e-mail and printed copy of installation report should be submitted once along with invoices.
24	Extension of RFP/Contract	36		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	Requesting bank to fixed the % for alteration (increase or decrease) of site. It cannot be an open statement.	<b>No Amendment &amp; Clarification:</b> This clause is in reference to 8.26 Extension of RFP/Contract
25	Upgrade service	89		Download: minimum dedicated 256 Kbps, Max Burstable up to 512Kbps Upload: minimum dedicated 64 Kbps, Max Burstable up to 256 Kbps).	Does it mean bank is asking 768 Kbps (UP 256 and down 512) BW. Please confirm	<b>Clarification:</b> Bank is asking for 512 Kbps with reference to upgrade services
26	Upgrade service	89		Download: minimum dedicated 128 Kbps, Max Burstable up to 512Kbps Upload: minimum dedicated 128 Kbps, Max Burstable up to 256 Kbps).	Does it mean bank is asking 768 Kbps (UP 256 and down 512) BW. Please confirm	<b>Clarification:</b> Bank is asking for 512 Kbps with reference to upgrade services
27	Upgrade service	89		L1 Bidder will accept the lowest price quoted in SL. No.5, 10, 11 and 12 to 20 of Table # 3 across all bidder for Category 2 & 3 Link. All line item in Table#3 are subject to negotiation. All line items in Table#3 includes the cost of transportation		<b>No Amendment</b>
28	Table#2 (Annual Recurring Cost – Per site bandwidth):	90	1	Per site Bandwidth Download: minimum dedicated 64 Kbps, Max Burstable up to 256Kbps Upload: minimum dedicated 32 Kbps, Max Burstable up to 128 Kbps	Does it mean bank is asking 384 Kbps (UP 128 and down 256) BW. Please confirm	<b>Clarification:</b> Bank is asking for 256 Kbps, however bidder need to plan accordingly to match the requirement of bank

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29	Table#3(Annual Recurring Cost – Pooled Bandwidth):	90	3,4 ,5	Comprehensive AMC for 3rd year, 4th year and 5th year	Bank is discovering AMC cost in Table 2. It seems the requirement is repeat.	<b>No Amendment and Clarification:</b> Bidder should quote in all fields of Table 1, 2 and 3.
30	Total Cost of Ownership (TCO)	90		Total Cost of Ownership (TCO) = Lowest of { (Y + B1) , (Y + B2) }	Please revalidate the TCO calculation formula	<b>No Amendment and Clarification:</b> Lowest between SUM of (Y + B1) and SUM of (Y + B2) will be considered as lowest quote by the bidder.  The lowest quote among all bidders (SUM of (Y + B1) or SUM of (Y + B2)) will be awarded as L1 and based on the lowest quote Bank will release order for per site or pooled bandwidth.
31	Upgrade service category 3	91	21	Cost should not be more than 2 times of annual cost mentioned under	Please clarify this statement.	<b>No Amendment</b>
32	Category 3 - backup VSAT			General Query-	In case of category 3 it is assumed that the VSAT link only used when primary link is down. Please validate the understanding.	<b>Clarification:</b> The secondary link will be used only when primary link is down or not functioning as per requirement.
33				General Query	Is it allow to bid only for category 2 / category 3	<b>Clarification:</b> One bidder can participate in either one or two or all three Categories. L1 bidder will be selected for each Category separately.
34	General	General	NA	General	NCLT, Mumbai Bench has approved the composite scheme of arrangement and amalgamation between Nelco Limited & its two wholly owned subsidiaries namely, Tatanet Services Limited and Nelco Network Products Limited.  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.  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.  To summarize, after the scheme is effective	<b>Clarification:</b> In the asked clarification regarding eligibility of bidder under forthcoming amalgamation of bidder's organisation, bidder is eligible to participate in this RFP.

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
					the VSAT Bandwidth services would be provided by Nelco Limited and Vsat hardware and rental services will be managed by Nelco Network Products Limited.  Please confirm the aforesaid for our eligibility for bidding.	
35	General Query	General Query	General Query	General Query	We request Bank to issue separate Purchase Order for Hardware Sale & Bandwidth Services	<b>Amendment:</b> Bank will release maximum of two separate Purchase Orders to two Companies of successful bidders (one company should be 100% subsidiary of other) for hardware and bandwidth
36	RFP	16/96	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/Parent Company should have required level of ISO 9001 and OR 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>Amendment:</b> The Bidder should have required level of ISO 27001 or TL certification related to Network Services, Customer services and Security. OEM of product supplied should have required level of ISO 9001 or TL certification. Bidder should submit copy of relevant ISO certificates along with the Technical bid.
37	RFP	31/96	8.14 Procurement Model	Bank will procure the links in "Category-1" on OPEX (Rental) model and VSAT links under "Category-2", and "Category-3" in CAPEX model.	Please clarify below, under Category 2 & 3:  Risk & Control would pass on to customer on material delivery at the agreed location and Title would pass on post making 100% hardware payment. Further seller will not be responsible for any insurance post material handover to customer	<b>Clarification:</b> Bidders under category 2 & 3 should provide transit insurance till delivery. Bidder will be held liable, if any part(s) found to be missing or damaged or defective, from the sealed Boxes received at Bank's location during installation.
38	RFP	29/96	8.11 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.	1. In case of delay in implementation, we suggest that only LD should be applicable and the termination should be limited to the Delayed Site Only, if applicable  2. Further request bank to cap it to 5% of the OTS cost of delayed link	<b>No Amendment:</b> Please refer the clause in RFP.



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				2 Termination of the agreement fully or partly and claim of liquidated damages.		
39	RFP	29/96	8.11 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.	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>No Amendment</b>
40	RFP	29/96	8.11 Penalty Clauses: 3. Penalty for not meeting the SLA on Network Uptime:	Penalty for not meeting the SLA on Network Uptime 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty, If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 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	Request customer to cap the penalty to 50% of the charges payable to the service provider for that particular site	<b>No Amendment</b>
41	RFP	32/96	8.17 Payment Terms: --	--	Please clarify the hardware and Installation payment terms for Category-2 & 3 Links, in the RFP only Category-1 links' payment is mentioned.  We request customer to consider below payment details: 1. Hardware Cost - 100% on Delivery 2. Installation Cost - 100% on Installation.	<b>Amendment:</b> The clause under 8.17: Payment Terms: Point # 2 (Hardware / equipment / Pole Rental for Category-1 links) should be read as Point # 2 (Payment towards VSAT Hardware / equipment for Category-2 & 3 links (One Time Charges)).  Any delay in installation attributed to Bank will be notified to bidder over e-mail within 30 days from date of delivery
42	RFP	33/96	8.17 Payment Terms: (3-Bandwidth )	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 8.11 of the RFP.	Request customer that any penalty due against performance should be settle via Credit Note but via PBG already submitted with them	<b>No Amendment</b>
43	RFP	35/96 and 37/96	8.25 Exit option and	--	Provided 100% hardware payment has been made to bidder and also payment against the material in transit and committed to OEM (as	<b>No Amendment</b>

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			contract re-negotiation & 8.27 Order Cancellation		evidenced) is made along with 90 days' notice period by buyer.	
44	RFP	36/96	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. In case of cancellation of a link the bank must provide an alternate location for delivered hardware or else make 100% payment for the delivered hardware. 2. Further, the additional requirement orders should be placed within 6 weeks of first PO.	<b>No Amendment &amp; Clarification:</b> This clause is in reference to 8.26 Extension of RFP/Contract
45	RFP	37/96	8.27 Order Cancellation	In case of order cancellation, any payments made by OGB to the Bidder for the particular service in excess would necessarily have to be returned to OGB.	We assume that customer means "payments made by OGB in excess would necessarily have to be returned to OGB"	<b>Amendment:</b> In case of order cancellation, any payments made by OGB to the Bidder for the particular service in excess would necessarily have to be returned to OGB.
46	RFP	37/96	8.29 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 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	Bidder would offer same agreed terms except for commercials which would be determined by various factors affecting our cost	<b>Amendment:</b>  • Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services on mutually agreed commercial.
47	RFP	37/96	8.29 Effect of Termination	...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	Bank shall make 100% payment for delivered hardware to bidder.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				shall be no termination compensation payable to the Bidder		
48	RFP	44/96	Annexure C - Performance Bank Guarantee		Please amend as below:  PBG claim period to be corrected to 3 months from the date of expiry of guarantee in line with cl no 8.4	<b>Amendment:</b> 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 <b>12 (Twelve)</b> 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.
49	RFP	64/96	Annexure M - Pre Contract Integrity Pact	Independent external Monitors, 8.4 ..... Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings	No sensitive, financial or Procurement information would be shared with Monitors till there are allegations of any violation	<b>No Amendment</b>
50	RFP	34/96	8.22- Indemnity	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),	Please amend as below: 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),	<b>No Amendment</b>
51	RFP	35/96	8.24- Obligations of the Bidder	Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.	Please amend as below: Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract which shall cause hindrance to the Bidder in performing its obligations under this RFP.	<b>No Amendment</b>
52	RFP	37/96	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; l. Delay in installation is beyond the	Please amend as below: Subject to a prior written notice of 30 days and Cure period of 30Days, 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	<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 <b>cure period of 30 days</b> ;

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				<p>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 would necessarily have to be returned to OGB on prorated basis from the date of each such payment.</p>	<p>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 not in accordance with agreed SLA terms.</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 prorated 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.</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 excess would necessarily have to be returned to OGB.</p>
53	RFP	37/96	8.28- Termination of Contract (For Convenience)	<p>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>Bank may terminate the contract only after 100% payment for delivered hardware has been made to bidder.</p> <p>Further we would strongly suggest that Termination should only be called for in case of breach of any contracted term. Please confirm.</p>	<b>No Amendment</b>
54	RFP	37/96	8.28- Termination of Contract (For Non-Performance)	<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).</p>	<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) provided that such</p>	<p><b>Amendment:</b>  <u>For Non-Performance:</u> 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) by giving an e-mail notice of 60 days and cure period of 30 days.</p>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
					failures had not been remedied within a period of 30 days	
55	RFP	37/96	8.29- Effect of Termination (Bullet point- 4)	- 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.	Please amend as below:  OGB shall 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.	<b>Amendment:</b> • OGB shall 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.
56	RFP	37/96	8.30-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 twenty thirty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without prior written notice of atleast 30 days.	<b>Amendment:</b> If the Event of Force Majeure shall continue for more than <b>Thirty (30)</b> days either party shall be entitled to terminate the Agreement at any time thereafter without notice.
57	RFP	39/96	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 NEW DELHI 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 NEW DELHI Bhubaneswar."	<b>No Amendment</b>
58	RFP	39/96	8.32 Compliance with Applicable	The Bidder confirms 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	Please amend as below:  The Parties Bidder confirms to each other OGB that it complies with all Central , State, Municipal laws and local laws and rules and	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
			Laws of India	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.	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.	
59	RFP	63/96	Annexure M - Pre Contract Integrity Pact	7.1 ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for. iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.	The clauses must be unilateral, where both the Bidder and Buyer have fair chance of contesting their respective cases. Please amend as below  7.1 ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for. iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.	<b>No Amendment</b>
60	RFP	63/96	Annexure M - Pre Contract	7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be	The clauses must be unilateral, where both the Bidder and Buyer have fair chance of contesting their respective cases.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
			Integrity Pact	final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.	Please amend as below  7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. decided mutually. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact in case the resolve cannot be solved amicably.	
61	RFP	65/96	Annexure M - Pre Contract Integrity Pact	14. 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.	Bidder reserves the right to deny providing any data due to confidentiality reasons at its discretion unless such disclosures are mandated by law. At no point shall the Bidder be obliged to share any commercially sensitive data/books of accounts with the Bank or any third party.	<b>No Amendment</b>
62			Additional Clause: Bidder's Termination Rights		The Bidder reserves the right to cancel the contract in the following events: <ul style="list-style-type: none"> <li>• If Bank is in breach of any obligation under this Agreement.</li> <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>	<b>No Amendment</b>
63	Preparation of Bid	19	5.8	5.8 Earnest Money Deposit (EMD) and Exemptions 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	EMD may kindly be exempted for BSNL, being a CPSU.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				<p>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.</p> <p>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>		
64	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	10	3.1	<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 (Primary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs (Ku-band) of 256Kbps satellite bandwidth</p> <p>C. Category – 3 (Secondary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs (Ku-band) of 256Kbps 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> One bidder can participate in either one or two or all three Categories. L1 bidder will be selected for each Category separately.</p>
65	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	10	3.1	<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 (Primary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs</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>Clarification:</b> Please refer to clause 2.2, 2.3 and 3.1 of this RFP.</p>



Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				(Ku-band) of 256Kbps satellite bandwidth C. Category – 3 (Secondary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs (Ku-band) of 256Kbps satellite bandwidth.		
66	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	10	3.1	Through the RFP process Bank will select vendors for following different link categories: 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. B. Category – 2 (Primary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs (Ku-band) of 256Kbps satellite bandwidth C. Category – 3 (Secondary link on 1m or 1.2 m VSAT of Ku-Band) One service provider for 1m or 1.2m VSATs (Ku-band) of 256Kbps satellite bandwidth.	Can one tenderer qualify for all three categories or there will be separate tenderer for each category?	<b>Clarification:</b> One bidder can participate in either one or two or all three Categories. L1 bidder will be selected for each Category separately.
67	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	10	3.1 Scope of work: Category 1: For MPLS on Wireless or RF last mile; point no 5	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). Bidder should mark the location "Not Feasible" if the site is only feasible with RTP height more than 6m and GBP/GBT height more than 12m for MPLS on RF last mile.	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> 5) 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 / 15m Ground Based Pole(GBP) /Tower(GBT). Bidder should mark the location "Not Feasible" if the site is only feasible with RTP height more than 6m and GBP/GBT height more than 15m for MPLS on RF last mile.
68	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	13	Section 4 - Eligibility Criteria 4.1 Eligibility Criteria	2. The bidder should have minimum annual turnover of Rs. 100 Crores during the three financial years i.e. 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, 2018 or bidder's financial years.	As we are relatively new company in the business and our operations started just 2 years back. Hence, request you to kindly change this clause as suggested.  Suggested Clause is: "2. The bidder should have average minimum	<b>Amendment:</b> The bidder should have minimum cumulative annual turnover of Rs. 50 Crores in last three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
					annual turnover of Rs. 100 Crores for last three financial years i.e. 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, 2018 or bidder's financial years."	
69	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	16	Section 5 - For Category 1 link (RF or Wireless Last Mile) B. Preparation of Bid	5.1 The bidder for "Category 1" link should have commissioned and running at least 100 MPLS-VPN network links with any-to-any connectivity for at least 1 year over wired/wireless (offered media) as last mile in a Public / Private Sector Bank /Financial Institutions / Government Organization within India as on RFP submission date. The Bidder should submit references copy of Purchase Order (including Referee names and contact details) and execution certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s).	Can we understand that The Bidder should have pickup/Delivered more than MPLS 100 Links for at least 1 year ( Multiple Order)	<b>Amendment:</b> 5. For Category 1 link (RF or Wireless Last Mile): 1 The bidder for "Category 1" link should have commissioned and running at least 100 MPLS-VPN network links or connectivity for at least 1 year over wired/wireless (offered media) as last mile in a Public / Private Sector Bank /Financial Institutions / Government Organization within India as on RFP submission date. The Bidder should submit references copy of Purchase Order (including Referee names and contact details) and execution certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s).
70	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	20	Section 5 - Instruction to Bidders B. Preparation of Bid	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>
71	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	24	8.2 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	Kindly clarify whether the duration of project is 5 years or 2 years	<b>Clarification:</b> The Project term is 5 years from date release of first Purchase Order.  The rate contract for additional orders should be valid for 2 years from date of release of first Purchase Order.

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				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.		
72	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	27	8.8 Network Availability (SLA Network Uptime):	MTTR (HH:MM) for Bank's Head Office, Primary Data Centre, and DR Centre is 0.30 Hrs/ 1:00 hrs	This is very stringent, request you to kindly change it to 3 hours, in place of 30 Mins & 1 hour	<p><b>Amendment:</b></p> <p><u>8.8 Network Availability (SLA Network Uptime):</u></p> <p>1. Bank's Data Centres and DRs: Uptime per month = 99.95% and MTTR =1 Hour</p> <p>2. Head Office / Regional Offices / Central Clearing House: Uptime per month = 99.50% and MTTR =2 Hour</p> <p>3. Branches (Tier 1 &amp; 2 cities (State Capitals/ District Headquarters): Uptime per month = 99.50% and MTTR =3 Hour</p> <p>4. Branches (Tier 3 cities &amp; Rural ( Bank's Rural branches and all other locations not covered under the above classifications): Uptime per month = 98.50% and MTTR =4 Hour</p>
73	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	30	8.12 Warranties and Support		Since bid is for providing services to the authority, we request you to kindly remove Warranty clauses	<p><b>Amendment:</b></p> <p><u>8.12 Warranties and Support:</u></p> <p>The successful or awarded bidder for "Category -1" link should provide comprehensive on-site operation and maintenance (O&amp;M) for 5 years and "Category -2", and "Category-3" links should provide comprehensive on-site warranty for 2 years or till end of contract period, whichever is earlier from date of installation and commissioning of respective sites or link. The comprehensive O&amp;M / warranty shall cover all Hardware, Software and equipment provided by the</p>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
						<p>vendor at all location of bank from the date of installation of respective link or VSAT.</p> <p>The comprehensive O&amp;M and Warrantee should be provided free of cost to Bank.</p>
74	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	35	8.25 Exit option and contract re-negotiation	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>This clause has been deleted.</b>
75	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	35	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.	Kindly clarify the exact scope of knowledge transfer as most of the information pertaining to Equipment are with OEMs and third party consent is required for the same.	<b>This clause has been deleted.</b>
76	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	36	8.25 Exit option and contract re-	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	Can this requirement of knowledge transfer be waived off?	<b>This clause has been deleted.</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
			negotiation	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.		
77	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	8.28 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. 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.	We suggest to remove this clause from Tender	<b>No Amendment</b>
78	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	8.29 Effect of Termination		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	<b>Clarification:</b> Bidder should return all the assets provided by OGB and / or where ownership is with OGB.
79	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	49	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.	Request you to kindly remove private organization from this clause, as it is government tender of India only  Suggested Clause is: "I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / in India."	<b>Amendment:</b>  Annexure F - Declaration for Clean Track Record:  I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
80	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	65	Annexure M – Pre contract Integrity Pact	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.	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>
81	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	93	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 clarify properly.	<b>Amendment:</b> Only successful Bidder need to sign Non-Disclosure Agreement (NDA) with Bank. However, all bidder need to give a stamped and sign copy of Annexure R - Non-Disclosure Agreement printed on A4 paper.
82	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	19	Section 5 - Instruction to Bidders B. Preparation of Bid	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 of Government of India at the time of actual payment."	<b>No Amendment</b>
83	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	30	8.11 Penalty Clauses: 3. 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.	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 0.5% downtime will be deducted as penalty."	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
84	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	30	8.11	Penalty Clauses: 3. Penalty for not meeting the SLA on Network Uptime: 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.	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>
85	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	32	8.17	Payment in all category will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per Clause 8.4 as mentioned in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below  Payment will be released only after submission of installation report along with GST compliant invoices duly signed by Branch Staff at the delivered locations.	Further, please note that the standard payment term are advance. However, we understand that in the Tender the customer needs billing as quarterly arrear. Standard payment term is 18 days from date of invoice which may be negotiated with customer. Further, payment has to be made from Date of Bill and not Receipt of bill.	<b>No Amendment</b>
86	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	30	8.11	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 note that the customer will be required to make the full payment. Based on calculation and confirmation, LD and SLA penalties for the "T <sup>th</sup> quarter shall be deducted in every T+1 quarter in case of arrear billing.	<b>No Amendment</b>
87	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	8.28	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	Termination within lock in period will attract exit charges	<b>No Amendment</b>
88	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	34	8.22	The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages,	Indemnity should be mutual	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				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		
89	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	33	8.18 Shifting of Link	8.18 Shifting of Link	Link shifting timelines to be discussed and mutually agreed.	<b>Amendment:</b> 8.18 Shifting of Link: The shifting activity should be completed within three weeks for Category -1 and 10 days for Category-2 links from date of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement.  In case of shifting of link, the vendor has to provide all necessary material and work force within the approved shifting rate.
90	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	8.28	Termination of Contract for Convenience	Please delete the provision for termination for convenience , Exit fees (equal to link charges for the balance period) to be applicable in case of early termination	<b>No Amendment</b>
91	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	65	Annexure M, Section 14	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	Request Bank to delete this clause.	<b>No Amendment</b>
92	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	65	Annexure M Section 9	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall	Request Bank to delete this clause	<b>No Amendment</b>



Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				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.		
93	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	63	Annexure M Section 8.4 and 8.6	Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality. The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.	Bank to clarify the extent to which access to documents are required under this	No Amendment
94	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	62	Annexure M Section 2.12	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules	Request bank to limit the scope of this Bidder commitment, as it will be practically impossible to determine the connections of relatives of employees having direct or indirect connections with the Bank. It should be restricted to key employees who are engaged in the RFP since we are a large organization	No Amendment

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
95	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	39	Section 8.34	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	Request bank to delete this clause	No Amendment
96	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	39	Section 8.33	The Bidder confirms to OGB that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts. 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 such personnel for their dues outstanding against Bidder.	Request Bank to clarify the extent of verification	No Amendment

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
97	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	38	Section 8.30 Force Majeure	Force Majeure	From the force majeure clause we request the Bank to remove the word "foreseeable", as in certain Force Majeure situations, though it is foreseeable it will be completely out of control of the bidder and without any fault on Bidder's part.	<b>No Amendment</b>
98	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	Section 8.29 (point 3)	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.	Request Bank to delete "at the Bank's sole discretion". Payments for services rendered by Bidder and accepted by the Bank, should not be at the sole discretion of the Bank	<b>No Amendment</b>
99	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	Section 8.29 (point 3)	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.	Request the Bank to modify point 3, so that the price can be mutually agreed between the parties.	<b>No Amendment</b>
100	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	37	Section 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. 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.	Request Bank for deletion of termination for convenience clause	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
101	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	36	Section 8.25 (g)	<p>1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.</p> <p>2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.</p> <p>3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.</p>	Request Bank for deletion of the warranties in relation to transition services. As the scope is big, transition services will be based on scope and pricing	<b>Amendment &amp; Clarification:</b> Vendor for Category -1 link need not to transfer warranties. Rest all clause under warranties section remains unchanged.
102	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	35	Section 8.25 ©	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.	Request Bank for deletion of the following, as it may result in problem in billing: “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.”	<b>No Amendment</b>
103	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	35	Section 8.23	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 wilful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and	Bidder's Unlimited Liability: Bidder's liability for breach from "infringement of patents, trademarks, and copyrights or other Intellectual Property Rights" should be qualified with "knowingly infringes any patents, trademarks, and copyrights or other Intellectual Property Rights in India".	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.		
104	IT/RFP/NETWORK/007/2019-20 dated 18th October 2019	34	Section 8.22	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, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.	Indemnity: the indemnity terms are very broad. The Bidder has to indemnify for any breach of terms and conditions of the agreement or purchase order. Request the Bank to limit the indemnity to the specific instances stated and delete the following: "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".  The remedy for service breach should be in accordance with the service level agreement agreed.	<b>No Amendment</b>
105	RFP	15	4.1	Eligibility Criteria:  4.1.3: 3. The bidder should have made operating profit in any one of the three financial years i.e. 2016-17 and 2017-18 and 2018-19 or calendar years 2016, 2017 and 2018 or the Bidder's financial years.	Requested to please remove this clause from eligibility criteria.	<b>Amendment:</b> 3. The bidder should have made operating profit in any one of the three financial years or should have positive net worth in all three financial years i.e. 2016-17 and 2017-18 and 2018-19 or calendar years 2016, 2017 and 2018 or the Bidder's financial years
106	RFP	19	5.8	Earnest Money Deposit (EMD) and Exemptions. The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favour of "Odisha Gramya Bank" payable at Bhubaneswar.	As an existing service provider, requested to exempt EMD amount for VIL.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
				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.		
107	RFP	14	3.3	Single Point of Contact. 1) During implementation and delivery of the project in Category 1, 2 & 3, the selected bidder should deploy a dedicated L2 engineer at Head Office of OGB for coordination during business hours of bank.	VIL is already having an L2 Support engineer placed at OGB HO. Please clarify if we have to provide another manpower. We would like to continue with our same manpower , please suggest	<b>No Amendment</b>
108	RFP	27	8.7	Delivery Schedule :  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	Requested to kindly increase the delivery schedule Timeline from date of PO: Recommended Phase 1 35% of ordered locations 12 weeks Phase 2 75% of ordered locations 16 weeks Phase 3 100% of ordered locations 20 weeks	<b>No Amendment</b>
109	RFP	86	Section-12	Commercial bid - Category-1: Hardware / Pole Rental including Installation Charges	Requested to please Include One-time Charges per Site.	<b>No Amendment</b>
110	RFP	11	Scope of Work	All Fiber or RF link should be terminated at Ethernet port of branch router. Any kind of devices (active or passive) must be provided and maintained by the service provider without any extra cost to the bank	Please provide clarity on Branch Router. To be provided by Bidder or Bank.	<b>Clarification:</b> Bank will provide Branch Router with Gigabit Ethernet port.
111	RFP	11	Scope of Work	All Fiber or RF link should be terminated at Ethernet port of branch router. Any kind of devices (active or passive) must be provided and maintained by the service provider without any extra cost to the bank	Links to be NoC Managed or Transport MPLS links to be clarified by Bank	<b>Clarification:</b> Pro-active monitoring by service provider is not necessary. However, Service Provider must do pro-active monitoring of all four links to be provided to both DC, Chennai and DR, Hyderabad.

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
112	RFP	11	Scope of Work	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). Bidder should mark the location "Not Feasible" if the site is only feasible with RTP height more than 6m and GBP/GBT height more than 12m for MPLS on RF last mile.	Please Revise GBT Height to 18/21M Which will enable service providers to deliver larger sites on RF.	<b>No Amendment</b>
113	RFP	11	Scope of Work	The backhaul bandwidth should be 40% of the total bandwidth of all ordered locations. The backhaul should be upgraded at a rate of 40% of total bandwidth of all subsequent ordered locations.	Please suggest whether backhaul router for DC/DR to be provided by Bidder.	<b>No Amendment</b>
114	RFP	12	3.1 Scope of work: Category 2: (Primary link on 1m or 1.2 m VSAT of Ku-Band)	2) The Latency of the VSAT should be within 650ms (with no application load), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.	Request to get this changed to: "The Latency of the VSAT should be within 850ms (with no application load), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway."	<b>Amendment:</b> The Latency of the VSAT should be within 650ms (with no application load & <b>good weather condition</b> ), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.
115	RFP	12	3.1 Scope of work: Category 3: (Secondary link on 1m or 1.2 m VSAT of Ku-Band)	2) The Latency of the VSAT should be within 650ms (with no application load), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.	Request to get this changed to: "The Latency of the VSAT should be within 850ms (with no application load), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway."	<b>Amendment:</b> The Latency of the VSAT should be within 650ms (with no application load & <b>good weather condition</b> ), when pinged from Customer Premises Router WAN port connected to VSAT modem WAN port, to Bank's DC, DR gateway.
116	RFP	17	Section 4 - Eligibility Criteria 6. For Category 2 and 3 link (VSAT)	13. Security Certificate: All wireless connectivity should be certified for security by a reputed organization. Bidder need to produce the security certificate or a declaration for wireless security, along with technical bid.	Request to get this clause removed or need more info on the same.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
117	RFP	11	Category 1: For MPLS on Fiber or RF last mile	4) All equipment provided should not get reset or defunct as a result of multiple power failure at network box. If the devices provided does not perform in event of multiple power failure, than service provider needs to maintain the Service Level Agreement (hereinafter referred as "SLA") without any liability on Bank.	Requesting to amend the clause as customer has to provide the 24X7 UPS power at site so that multiple power failure can be avoided. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device. Also SLA Penalty will not be applicable for cases under customer site issue.	<b>No Amendment</b>
118	RFP	12	Category 2: (Primary link on 1m or 1.2 m VSAT of Ku-Band)	7) All other charges (excluding satellite bandwidth) like Backhaul along with backhaul bandwidth, router charges at VSAT HUB, etc. should be provided to bank without any extra charges to bank.	Pls clarify the Requirement to avoid any future misunderstanding.	<b>No Amendment</b>
119	RFP	13	Backhaul	5) Cross connect should be provided free of cost to the bank and the cross-connect should be terminated in the designated router port of bank. Bidder has to ensure proper costing and timeline for cross connects at DC and DR of Bank. Any delay due to data centre service provider will not relax Successful bidder from SLA terms and conditions.	Request to amend the clause as bidder scope is to deliver the link till MMR Room. Cross-connect for both the locations (DC/DR) from MMR till Customer router will be under customer Scope. Also due to any delay in provisioning of cross-connect should not be penalize.	<b>No Amendment</b>
120	RFP	14	3.3 Single Point of Contact	1) During implementation and delivery of the project in Category 1, 2 & 3, the selected bidder should deploy a dedicated L2 engineer at Head Office of OGB for coordination during business hours of bank.	Please share working Hours and qualification for Engineer.	<b>No Amendment</b>
121	RFP	27	2. Delivery Schedule for Category 1	Phase 1: 35% of ordered locations: Timelines: 8 weeks Phase 2: 75% of ordered locations: Timelines: 12 weeks Phase 3: 100% of ordered locations: Timelines: 16 weeks	Requesting to change the same as: Phase 1: 25% of ordered locations: Timelines: 8 weeks Phase 2: 50% of ordered locations: Timelines: 12 weeks Phase 3: 75% of ordered locations: Timelines: 16 weeks Phase 3: 100% of ordered locations: Timelines: 20 weeks	<b>No Amendment</b>



Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
122	RFP	27	Delivery Schedule for Category 2 & 3 (VSAT)	Phase 1: 25% of ordered locations: Timelines: 8 weeks Phase 2: 75% of ordered locations: Timelines: 12 weeks Phase 3: 100% of ordered locations: Timelines: 16 weeks	Requesting to change the same as: Phase 1: 25% of ordered locations: Timelines: 8 weeks Phase 2: 50% of ordered locations: Timelines: 12 weeks Phase 3: 75% of ordered locations: Timelines: 16 weeks Phase 3: 100% of ordered locations: Timelines: 20 weeks	<b>No Amendment</b>
123	RFP	27	8.8 Network Availability (SLA Network Uptime):	Bank's Head Office, Primary Data Centres, and DR Centres, Regional Offices: Uptime: 99.95%; MTTR: 30 Min	Requesting to change the same as: Bank's Head Office, Primary Data Centres, and DR Centres, Regional Offices: Uptime: 99.50%; MTTR: 1 hr.	<b>Amendment:</b> <u>8.8 Network Availability (SLA Network Uptime):</u>  1. Bank's Data Centres and DRs: Uptime per month = 99.95% and MTTR =1 Hour  2. Head Office / Regional Offices / Central Clearing House: Uptime per month = 99.50% and MTTR =2 Hour  3. Branches (Tier 1 & 2 cities (State Capitals/ District Headquarters): Uptime per month = 99.50% and MTTR =3 Hour  4. Branches (Tier 3 cities & Rural ( Bank's Rural branches and all other locations not covered under the above classifications): Uptime per month = 98.50% and MTTR =4 Hour
124	RFP	27	8.8 Network Availability (SLA Network Uptime):	Branches/ Other locations: Uptime: 99.50%; MTTR: 1 hr.	Requesting to change the same as: Branches/ Other locations: Uptime: For copper: 99.00% & For RF: 98.5%; MTTR: 2 hr.	<b>Amendment:</b> <u>8.8 Network Availability (SLA Network Uptime):</u>  1. Bank's Data Centres and DRs: Uptime per month = 99.95% and MTTR =1 Hour  2. Head Office / Regional Offices / Central Clearing House: Uptime per month = 99.50% and MTTR =2 Hour  3. Branches (Tier 1 & 2 cities

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
						(State Capitals/ District Headquarters): Uptime per month = 99.50% and MTTR =3 Hour  4. Branches (Tier 3 cities & Rural ( Bank's Rural branches and all other locations not covered under the above classifications): Uptime per month = 98.50% and MTTR =4 Hour
125	RFP	NA	General	SLA Exemption	NO SLA penalty will be applicable on bidder in case 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 viable 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>
126	RFP	NA	General	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket raised by the customer with the bidder central helpdesk. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.	<b>Clarification:</b> SLA/downtime calculation will be done on the basis of trouble ticket raised by the customer with the bidder over e-mail / tele-helpline / helpdesk portal.  Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.
127	RFP	NA	General	Site readiness	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	<b>Clarification:</b> Bank will ensure site readiness before depute of vendor's engineer as per agreed criteria between Bank and Bidder.  Any additional requirement at the site apart from agreed criteria will not relax bidder from SLA.
128	RFP	NA	General	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder in case the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	<b>No Amendment</b>

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Bank's Remark
129	RFP	NA	General	Acceptance criteria	Acceptance should be provided Site wise and should be released within 24-48 hours of delivery and acceptance criteria will be ping test from DC/DR to remote locations.	<b>Amendment:</b> Link acceptance will be given site wise on e-mail after checking all parameter link ping response / bandwidth / stability of link for at least 24 hours.
130	RFP	30	8.12 Warranties and Support	2. Vendor has to maintain or replace the cable and connector between Out Door Unit (ODU) and In Door Unit (IDU) Free of cost to the bank during Warrantee Period as a when required. Bidder may provide protective covering to the cable to protect it from damage due to external factor.	Bidder will install the consumerable (Cable/Connector) at site ontime with proper security. In case any external or other issue, if cable or connector damage then customer has to bear the cost for same.	<b>No Amendment</b>
131	Additional Clause					<b>Additional Clause:</b>  Under Category 2 & 3: If at any site during the contract period of 5 years, if the total chargeable cost of replacement of parts of VSAT including service charges at one instance is more than the unit cost of VSAT of L1 bid under respective category, Bank will order for a new set of VSAT and vendor in the respective category must provide a new set of VSAT along with installation at unit rate of initial Purchase Order.  In such case vendor has to replace the old VSAT with new one without changing the AMC or Bandwidth charge for that site.

## Section 1 – New Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement	New Schedule
1.	Tender Reference Number	IT/RFP/NETWORK/007/2019-20	IT/RFP/NETWORK/007/2019-20
5.	Bid Submission Mode.	Through manual Tendering process	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	20 <sup>th</sup> November 2019 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).	<b>29<sup>th</sup> November 2019 on or before 15:00 hours</b> at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).

S.No	Description of Information/ Requirement	Information / Requirement	New Schedule
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	20 <sup>th</sup> November 2019 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).	<b>29<sup>th</sup> November 2019 on or before 15:00 hours</b> 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.	20 <sup>th</sup> November 2019 at 17:00 hours at the Bank's Information Technology Department, Bhubaneswar.	<b>29<sup>th</sup> November 2019 at 17:00 hours</b> at the Bank's Information Technology Department, Head Office, Odisha Gramya Bank, Bhubaneswar.