

RFP Ref: CO:ITD:CNW:367/R1:2019-20 dated 27.08.2019 for "VSAT Connectivity Services to Branches and ATMs under OPEX model"

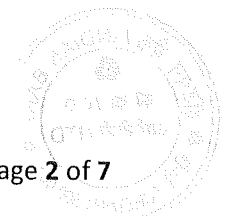
Clarifications:

S.No	RFP Point No/Title	Page no in RFP	Clause as per RFP	Query/ Changes requested	Clarifications from the Bank
1	QUALIFICATION CRITERIA FOR BIDDERS (Section-II:2-v)	6	The Company should have a minimum of 50 Service Locations in India and the list of service locations should be enclosed along with their addresses, contact persons and copy of latest phone bills. All these centres should be operational. Any deviation from the details submitted will make the bid liable for rejection.	<p>Since we work on the Franchisee model for the installation, commissioning and maintenance of VSAT, to support this structure we have residence engineer all across India, based on that we will be able to provide Name of Engineer, contact no and location Name, please accept these details as part of the eligibility criteria</p> <p>Since the Engineer carry a mobile phone, there is no Phone Bill available to submit. We request Bank to kindly accept Name and mobile number of the franchise Engineer available in 50 service PoP location of the Bidder. As Bidder is responsible to meet and deliver the required services end to end as per the RFP terms.</p>	<p>It is clarified that if the engineer is from the successful bidder, the details of engineer may be provided.</p> <p>If the engineer is from the franchise, the copy of contract between the VSAT service provider and the franchise also to be provided.</p>
2	DELIVERABLES FROM THE BIDDERS (Section-II:3-i)	6	The VSAT connectivity, as per the specifications / requirements should be supplied, installed and commissioned at the sites specified by the Bank, as per	<p>Kindly accept hardware replacement on chargeable basis for below reasons -</p> <p>**Force Majeure</p> <p>**Mishandling</p> <p>**Theft of Hardware</p> <p>**Power/earthing issue</p>	<p>Please adhere to the terms and conditions of RFP .</p> <p>It is clarified that replacement of hardware under force majeure situations should be</p>



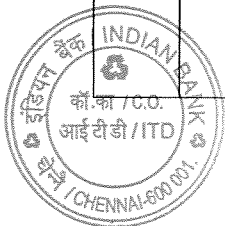
Date: 14/10/2019

			<p>the delivery terms mentioned in the bid. In case any equipment is found faulty during the period of contract, the same should be replaced with standby / replacement equipment within the maximum period specified for problem resolution</p>	<p>As discussed during pre-bid, it is very difficult for any bidder to cost the spare requirement for force majeure cases / Mishandling /physical damage of the equipment during the Bid submission. Bank assured to relook at this clause and to provide approval to replace under chargeable spare category agreed with the successful Bidder.</p> <p>We request Bank to kindly re-validate and provide the suitable clarification to this clause.</p>	<p>completed in 10 working days.</p>
3	DELIVERABLES FROM THE BIDDERS- Service requirements (Section-II:3-b-ii)	8	<p>The successful Bidder(s) shall ensure the network such that round trip latency between Bank's DC / DR site and remote VSAT site doesn't increase beyond 650 ms at any point of time under no load condition for the VSATs of 256 Kbps bandwidth and above.</p> <p>For the VSATs below 256 Kbps bandwidth, round trip latency should not increase beyond 800ms at any point of time under no load condition.</p>	<p>Please modify latency parameter to 800ms-1000ms under no load condition</p> <p>We request Bank to make it uniform of 800ms as latency is packet travel time from Earth station to Satellite and return under no load condition. There is no dependency on the Bandwidth configuration of the site.</p>	<p>Please adhere to the terms and conditions of RFP.</p>



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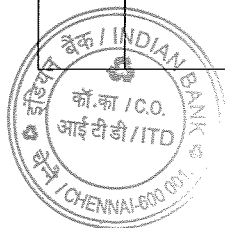
4	DELIVERABLES FROM THE BIDDERS- Service requirements (Section-II:3-b-iii)	8	Backhaul connectivity with 100 Mbps MPLS bandwidth (highest class of service of the service provider (1:1) - 100% bandwidth should be available) should be provided between VSAT Hub site and Bank's Data Center and DR Site. The necessary equipments including routers, modems and IP Gateway at Hub site are to be provided by VSAT service provider. Backhaul link utilization has to be maintained at 70% & links has to be upgraded at DC & DR accordingly as and when required, without any extra cost to the Bank.	As Bank may aware, all 600 VSATs will be installed over a period of time but Bidder must pay the 100 Mbps Backhaul links charges from the day 1. Since Bank has made it clearly that once the Backhaul traffic utilization reaches 70% then Bidder must upgrade the link without any cost to the Bank. In such scenario we request bank to allow bidder to start with medium link size (40 Mbps link). Kindly confirm.	Please adhere to the terms and conditions of RFP.
5	PAYMENT AND DELIVERY TERMS- New Installation (Section-II:4-i)	10	The delivery instruction of VSATs at sites will be provided in phases. If the VSAT connectivity is not established within 8 weeks from the date of delivery instruction, penalty at a rate of Rs.1000/- per day will be deducted from the total monthly payments in the month in which the first time payment for that site is made. Maximum penalty applicable per site is Rs.15,000/-. A site will be treated as successfully installed when the	Request Bank to consider Installation penalty as "Rs. 1000 per week capped to Rs. 5000 per site. The existing penalty is too high and not as per the current industry standard. Since 8 weeks is very less time to arrange finance, new hardware and VSAT I&C, we request Bank to amend the commissioning of sites to 16 weeks from the date of delivery instruction/PO whichever is later. Request to revise penalty to 0.5% of monthly Bandwidth charges per week	Please adhere to the terms and conditions of RFP.



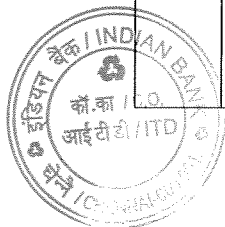
			two way communication is continuously available between Bank's primary DC or DR Site and VSAT site LAN; the rental period for the same will commence thereafter.	capped to 5% of monthly Bandwidth charges for that site. No penalty shall be charged on Rental payment as this is upfront capex investment for bidder Please confirm delay due to site related issue like terrace access, improper earthing/power/interference etc will be excluded from timeline calculations	
6	PAYMENT AND DELIVERY TERMS- VSAT connectivity established locations (Section-II:4-ii)	10	Rental charges will be calculated monthly and paid quarterly in arrears based on the monthly uptime provided per-site. Per-site uptime requirement for a VSAT is 99% in a month. Penalty will be levied per-site based on the final downtime computed by subtracting exception hours from total downtime. For every 1 % of downtime or part there of (i.e. uptime less than 99%) 5% of monthly rental charges for that site will be deducted. No payment will be made for the site if the uptime falls below 90% in a month.	The penalty of 5% for every 1% downtime is very high for rural areas. Please reduce the %age as " For every 1 % of downtime or part there of (i.e. uptime less than 99%) 1% of monthly bandwidth component rental charges for that site will be deducted "	Please adhere to the terms and conditions of RFP.
7	PAYMENT AND DELIVERY TERMS- Shifting of VSATs	11	Payment will be released after charging penalty for delay, if any, at a rate of Rs. 1,000 per day or its part from the maximum duration of shifting allowed in each category. If	Request bank for Penalty to be revised as Rs.100 per day capped to maximum Rs. 1000 per site/instance as this is irregular activity and arranging resource at rural areas is very difficult	Please adhere to the terms and conditions of RFP.



	(Section-II:4-iv)		the VSAT is not shifted within in the above duration, and if the VSAT is not shifted within 21 days from the date of expiry of the above mentioned periods, Bank may cancel the site and no further rental charges will be paid for the site. If the VSAT is shifted with penalty, maximum penalty will be the total shifting charges payable for the shifting to the Service provider.		
8	TERMINATI ON FOR DEFAULT (Section- IV:5-5.1)	23	The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part: a. if the Successful bidder(s) fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or b. if the Successful bidder(s) fails to perform any other obligation(s) under the Contract. c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or	We request Bank to provide 30 days cure period before going ahead with the termination of contract under this clause.	Please adhere to the terms and conditions of RFP.



			fraudulent practices in competing for or in executing the Contract.		
9	TERMINATION FOR CONVENIENCE (Section-IV:12)	26	<p>12.1.Either Parties, by 180 days written notice, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>12.2.The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder 's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect :</p> <p>a.to have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>b.To cancel the remainder and pay to the Successful</p>	<p>Since this is an OPEX deal, the bidder will have to invest upfront which will be amortized over the contract period, in case of pre-mature termination, the bidder will incur huge loss, request you to kindly remove this clause.</p> <p>As Bank may be aware in any opex Bid, Bidder will be upfront investing on the equipment Capex and will be realizing the complete invested amount towards the end of the contract. Such clause will discourage any Bidder to go ahead with the Bid where there is no guarantee on the investment and may incur huge losses. Bank may terminate the Bandwidth with a notice period of 180 days. However, we request Bank to either remove the termination for convenience clause for leased Equipment (Rental) completely or agree to pay the remaining/balance future rental period payments from the effective date of termination.</p> <p>Bank may refer previous RFPs floated for similar requirement. Wherein there was no termination for convenience clause. Ref:CI:ITD:PG:680:2016-17 dt 06.02.2017.</p>	Please refer amendment-1



			bidder an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder.		
10	Additional Clause	NA	General	<p>Deemed Commissioning : If the process for commissioning is not initiated within 7 days after delivery of material at site OR initiated but stalled due to reasons NOT attributed to Nelco, then the site is deemed to be commissioned and the payment due to Nelco on commissioning are payable in full.</p> <p>Deemed Installation: Bidder should be allowed to claim the rental charges for the VSAT under deemed installation clause wherein Bidder is not able to commission the VSAT at site due to the reason attributed to the Bank. Ex. Landlord issue, site under construction, Power/UPS availability, etc. Since rental contract is for fixed contract terms and Bidder can recover the amount over the contract period. Bandwidth Payment can be made only post commission of the link/VSAT.</p>	Please adhere to the terms and conditions of RFP

