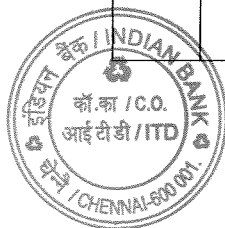


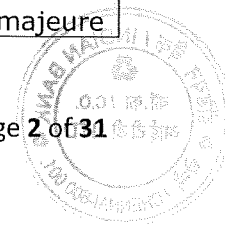
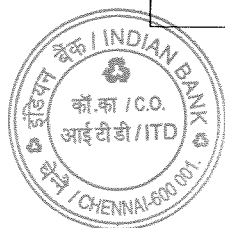
Date: 27/09/2019
RFP Ref: CO:ITD:CNW:367/R1:2019-20 dated 27.08.2019 for "VSAT Connectivity Services to Branches and ATMs under OPEX model"
Clarifications:

S.No	RFP Point No/Title	Page no in RFP	Clause as per RFP	Query/ Changes requested	Clarifications from the Bank
1	INVITATION FOR BIDS (Section-I:4)	3	Bids must be delivered to the address given below, at or before 15.00 hours IST on 18/09/2019 and must be accompanied by a Bank Guarantee of INR 9,00,000/- {Rupees Nine Lakhs only}.	Request for an extension of bid date by 15 days,i.e. 3rd October,2019	The bid submission date will be extended after porting the clarifications
2	DESCRIPTION (Section-II:1-iii)	6	<p>The description and the objectives of the Assignment are</p> <p>-Feasibility study at the remote locations</p> <p>v Supply and installation of the VSAT Equipment at remote locations</p> <p>-Commissioning of VSAT link at remote locations at specified bandwidth with defined latency, reliability and uptime</p> <p>-Commissioning of backhaul connectivity from Hub site to Bank DC and DR Site with</p>	<p>1) As clear sky for satellite look angle is always visible from building terrace, VSAT is 100% feasible by default. Kindly confirm if actual Feasibility study at all remotes is still mandatory or optional scope?</p> <p>2) It is understood that Bank will provide proper space for new VSAT installation (removing old VSAT before new installation shall be bank scope)</p>	<p>1) It is clarified that feasibility study at remote sites is optional. However if the successful bidder has delivered a VSAT without carrying out the feasibility and subsequently during installation it is found that installation is not feasible due to any reason, the service provider need to take back the VSAT without asking for any payment.</p> <p>2) It is also clarified that for all existing sites, the old hardware de- installation will be under existing service provider scope.</p>



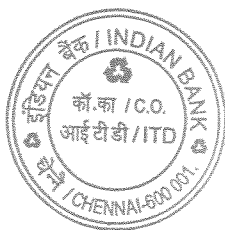
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			<p>required bandwidth.</p> <p>-Maintenance of the VSAT equipments and associated network including replacement of non functional parts.</p> <p>-Providing bandwidth required for this VSAT network as per the requirements of the Bank from time to time.</p> <p>-Shifting the VSAT from existing location to new location as per Banks requirement.</p>		
3	QUALIFICATION CRITERIA FOR BIDDERS (Section-II:2-v)	6	<p>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>	<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>It is clarified that If the engineer is from the successful bidder, the details of engineer may be provided.</p>
4	DELIVERABLES FROM THE BIDDERS (Section-II:3-i)	6	<p>The VSAT connectivity, as per the specifications / requirements should be supplied, installed and commissioned at the sites specified by the Bank, as per</p>	<p>Kindly accept hardware replacement on chargeable basis for below reasons</p> <ul style="list-style-type: none"> - **Force Majeure **Mishandling **Theft of Hardware 	<p>Please adhere to the terms and conditions of RFP .</p> <p>It is clarified that replacement of hardware under force majeure</p>

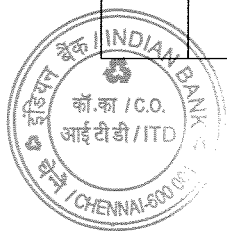


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			the delivery terms mentioned in the bid. In case any equipment is found faulty during the period of contract, the same should be replaced with standby / replacement equipment within the maximum period specified for problem resolution	<p>**Power/earthing issue</p> <p>Requesting you to change the clause as All network equipments delivered at site for the connectivity should be kept under safe custody for the customer, the NW equipments should not be misplaced or damaged. In case of any device found lost or damaged than customer has to bear the cost for lost/damaged as well as new device.</p>	situations should be completed in 10 working days
5	DELIVERABLES FROM THE BIDDERS (Section-II:3-v)	7	Shifting of VSATs and other related equipment installed from the sites to another site ordered by the Bank has to be carried out on stipulated timings. Maximum allowed duration for shifting VSATs under each shifting type is defined; Depending on the shifting types, charges are classified	Please confirm that Consumables like IFL Cable, connectors, Antenna base mount, Platform & Monkey Protector which cannot be reused shall be supplied on chargeable basis	Please adhere to the terms and conditions of RFP
6	DELIVERABLES FROM THE BIDDERS-Service	8	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	<p>Please modify latency parameter to 800ms-1000ms under no load condition</p> <p>Request bank to change the latency to 800ms under no load condition.</p>	Please refer Amendment-6.



	requirement s (Section- II:3-b-ii)		increase beyond 650 ms at any point of time under no load condition	Request to kindly amend the clause as below, VSAT offered being a MFTDMA Technology: " 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 800ms at any point of time under no load condition	
7	DELIVERABL ES FROM THE BIDDERS- Service requirement s (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.	Since Bank is going to rollout In phased manner and we have to consider network concurrency as well, We request bank that successful bidder should start backhaul with 30Mbps as per no. of sites won and proportion to category of BW (2Mb/256K/64K) Bidder will ensure that backhaul BW shall be upgraded once utilization reaching 70-80% of capacity as per RFP conditions Above will ensure timely and optimized backhaul link delivery and avoid extra cost Request to kindly consider a minimum of 20 Mbps MPLS backhaul bandwidth between VSAT Hub site and Bank's Data Center and DR site and can be increased based on real time network usage as and when required, without any extra cost to the bank.	Please adhere to the terms and conditions of RFP



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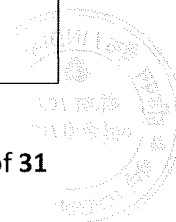
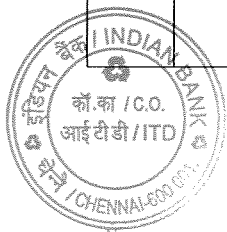
8	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-vi)	8	The successful Bidder(s) shall check the earthing and power supply before installation of the equipment at Branch / ATM site. The successful bidder shall connect earthing to the ODU unit and Cable for the same has to be arranged by successful bidder.	As ODU works on DC power (no AC power) which is supplied by IDU via insulated IFL cable, there is no risk of electric shock or damage to equipment. Hence request bank to remove the clause of "connect earthing to ODU" Bank shall provide conditioned power to IDU using 3-pin plug which can be verified during VSAT I&C. The IDU requires E-N to be less than 2V and it does not require separate grounding/earthing of the IDU. Electronics fail if there is either surge in the input power supply or the E-N voltage is more than 2V.	Common earthing pit will be provided by Bank. Please adhere to the terms and conditions of RFP
9	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-vii)	8	The successful Bidder(s) shall arrange Platform / Monkey cage / Snow Shield wherever necessary without any additional cost to the Bank. Bank has not ascertained the number of sites requiring Platform / Monkey cages / Snow shield and the bidder has to provide them to ensure uptime at remote site.	Please help in getting average %age of Platform / Monkey cage or Protector / Snow Shield for existing 600 VSAT locations. This will save both delivery time and cost Required Customer support/Permissions during such installation of Platform / Monkey cage / Snow Shield at site and incurred cost should be borne by the customer.	It is clarified that 10% of the site may require monkey cage. Please adhere to the terms and conditions of RFP



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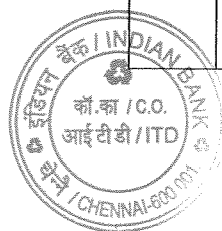
10	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-ix)	8	<p>The successful Bidder(s) may arrange for adequate insurance for all the equipments installed at Branch/ATM premises with no cost to Bank. Damage due to Earthing / Natural calamity / Theft or any other reasons will not be borne by the Bank and should be replaced by the successful Bidder free of cost. Bank will not reimburse the cost of equipment for any reason.</p>	<p>Insurance will not cover equipment damages due to below , please exclude</p> <ul style="list-style-type: none"> *Mishandling/negligence *Electrical surge/short circuit <p>In case of theft, we request bank to support bidder by lodging FIR within 24 hrs inform for insurance claim Bank must facilitate surveyor for site inspection</p> <p>Requesting you to change the clause as All network equipments delivered at site for the connectivity should be kept under safe custody for the customer, the NW equipments should not be misplaced or damaged. In case of any device found lost or damaged than customer has to bear the cost for lost/damaged as well as new device.</p> <p>As per the RFP scope, Bidder shall maintain insurance of equipment only, Earthing/Theft etc are not covered as at Buyer premises safety and earthing etc are under buyer scope. Further damage to equipment due to manhandling will not be covered.</p>	<p>Please adhere to the terms and conditions of RFP.</p> <p>In the event of theft, Bank will support bidder by lodging FIR</p>
11	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-	8	<p>The successful bidder(s) have to adhere to the delivery schedule of each of the equipments and services as advised by the Bank.</p>	<p>Requesting to change the delivery/Installation timelines from 8 weeks to 12 Weeks.</p>	<p>Please adhere to the terms and conditions of RFP</p>

	II:3-b-iv)				
12	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-xvi)	9	The Bank may place order for future requirements for two years from the date of contract on the rates finalized for various items and services during the contract period. However the services will be co-terminus with the contract end date.	As bid validity is maximum 90 days, the rates shall be applicable for 90 days from bid submission, we request bank to remove this clause We request Bank to place a new contract for One year with same T&C but new mutually decided prices. Since the services will be co-terminus with the contract date, we request Bank to keep it to one year only. As you aware Bidder will get the complete investment at the end of the contract period	Please refer Amendment - 7
13	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-xix)	9	Before deployment of VSAT, it would be the responsibility of the successful Bidder to conduct site survey and shall submit the report immediately to the concerned Indian Bank Zonal office / Corporate Office officials. The period taken for conducting site survey and installation will be included in the duration permitted for new installation or site shifting cases. No charges will be provided for carrying out site survey and Bank may not place order if the site is not feasible.	Existing VSAT provided by the successful bidder Site survey may not be required. Please add exceptional clause for existing SP.	It is clarified that feasibility study at remote sites is optional. However if the successful bidder has delivered a VSAT without carrying out the feasibility and subsequently during installation it is found that installation is not feasible due to any reason, the service provider need to take back the VSAT without asking for any payment. Please adhere to the terms and conditions of RFP



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14	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-xxi)	9	Notwithstanding the contract period of 5 years, the Bank reserves right to float tender at any time during the contract period for any additional requirements.	We understand that the bank intends to float RFP during concurrency of this project for additional requirement which is outside the scope of this RFP. Please confirm.	Yes. After the end date for supply of additional VSATs is crossed, if additional VSATs are required then bank may float a new tender.
15	DELIVERABLES FROM THE BIDDERS-Service requirements (Section-II:3-b-xxiv)	10	Reports to be provided by Service Provider (i) DC, DR Site Backhaul links inbound and outbound bandwidth utilization. (ii) DC, DR Site Backhaul links uptime. (iii) VSAT Hub Site to Satellite link inbound and outbound bandwidth utilization. (iv) Site-wise VSAT link inbound and outbound bandwidth utilization. (v) Site-wise VSAT link uptime.	Please elaborate on report (iii), does it mean total kbps traffic IN/OUT between Bidder Hub-remotes? Please confirm report (iv) is required for troubleshooting or on-demand basis only and rest reports once every month	It is clarified that Site-wise inbound /outbound utilization will be required to be viewed from the portal of service provider.
16	PAYMENT AND DELIVERY TERMS (Section-II:4-i,ii,iii,iv)	10	(i)New Installation- 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	The present penalty values are too high. Request bank to consider and amend the penalty as below. 1. VSAT connectivity penalty to be reduced to 1% of Quarterly rental value of the delayed portion and capped to 5% of the annual rental value of the delayed site/portion. 2. VSAT Hub connectivity-please bring down the penalty from 1% of total quarterly payment of all sites and	Please adhere to the terms and conditions of RFP

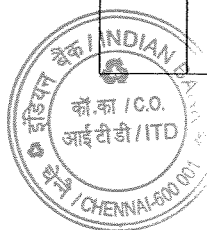


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		<p>payment for that site is made. Maximum penalty applicable per site is Rs.15,000/-.</p> <p>(ii) VSAT Connectivity established sites- For every 1 % of downtime or part there of (i.e. uptime less than 99%) 5% of monthly rental charges for that site will be deducted. No payment will be made for the site if the uptime falls below 90% in a month.</p> <p>(iii) Connectivity to VSAT hub- Down-time more than scheduled down-time of 3 hours (once in a month) - 10% of total monthly payment of all sites for the month for every 1% downtime or part thereof. No payment will be made for connectivity at all sites if Hubsite or Backhaul downtime is more than 5% during the month. Such downtime in connectivity for more than 5% during the month can lead to termination of entire contract under Termination of default.</p> <p>(iv) Shifting of VSATs- 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</p>	<p>capped to 5%.</p> <p>3. Shifting penalty 10% of the shifting value.</p> <p>4. Requested to increase delivery period by another two weeks as Road permit is in Supplier scope</p>	
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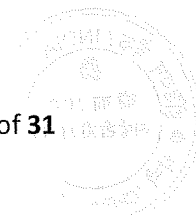
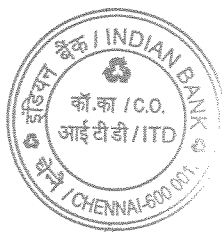


			maximum duration of shifting allowed in each category. If the VSAT is not shifted within in the above duration, and if the VSAT is not shifted within 21 days from the date of expiry of the above mentioned periods, Bank may cancel the site and no further rental charges will be paid for the site. If the VSAT is shifted with penalty, maximum penalty will be the total shifting charges payable for the shifting to the Service provider.		
17	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 two way communication is continuously available between Bank's primary DC or DR Site and VSAT site LAN;	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 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 adhere to the terms and conditions of RFP



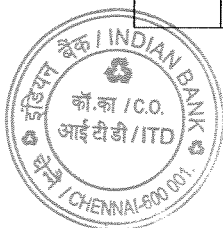
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			the rental period for the same will commence thereafter.	Please confirm delay due to site related issue like terrace access, improper earthing/power/interference etc will be excluded from timeline calculations	
18	PAYMENT AND DELIVERY TERMS- VSAT 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 <i>bandwidth component</i> rental charges for that site will be deducted "	Please adhere to the terms and conditions of RFP

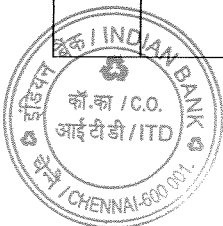


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19	PAYMENT AND DELIVERY TERMS- VSAT connectivity established locations (Section-II:4-ii)	10	<p>For penalty computations, all months are uniformly considered to have 30 days. Exceptions are allowed in following cases:-</p> <ul style="list-style-type: none"> • a single 'scheduled down event' maximum of 2 hours in a month. • Down-time involving component replacements / device failures, an exception once in a month for 24 hours is allowed during week days. If public holiday / site close condition follows within 24 hours from downtime, the downtime will be considered to begin from 10:00 hrs from the first working day after public holiday / site closed conditions. • Site down due to VSAT shifting. • Site down due to Force Majeure situations • Site down due to reasons attributable to the bank. 	<p>Please add below worst case exclusions not in control -</p> <ul style="list-style-type: none"> • Satellite or Transponder failure, eclipse, tests, sun outage or Frequency interference • Hub preventive maintenance window of 6 hours whose frequency is upto four times a year • Failure or fluctuation of electronic power or other environmental conditions causing electromagnetic or any other form of interference • Heavy Rain at Remote and HUB site for KU Band VSAT • Spares are necessary for site rectifications 	<p>Please adhere to the terms and conditions of RFP.</p> <p>It is clarified that any exceptional conditions beyond stipulated one will be treated as force majeure condition and the service provider has to inform the bank about the requirement of downtime in advance.</p>
20	PAYMENT AND DELIVERY TERMS- VSAT connectivity established	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.	Requesting to change the clause to reduce the penalty from 5% to 1% and write off the no payment clause below 90% for any particular site	Please adhere to the terms and conditions of RFP



	locations (Section-II:4-ii)		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.		
21	PAYMENT AND DELIVERY TERMS- Connectivity to VSAT Hub (Section-II:4-iii)	11	<p>Failure of the Hub-site or outages in connectivity to DC and DR Site resulting in failure to connect Hub-site for all VSAT sites will attract penalty for all sites with the following exceptions.</p> <ul style="list-style-type: none"> Scheduled down-time of 3 hours (once in a month) preferably during night time with advance notice to the bank. Down-time more than scheduled down-time of 3 hours (once in a month) – 10% of total monthly payment of all sites for the month for every 1% downtime or part thereof. <p>No payment will be made for connectivity at all sites if</p>	<p>Request bank to remove "Such downtime in connectivity for more than 5% during the month can lead to termination of entire contract under Termination of default"</p> <p>Further request Bank to provide cure period of 60 days for any default</p> <p>Requesting to change the clause as Standard SLA for MPLS Backhaul link is 99.5%, request to reduce the penalty for HUB, after standard SLA. Also Looking for clause change to 1% of total monthly payment of all sites for the month for every 1% downtime or part thereof.</p>	Please adhere to the terms and conditions of RFP



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			Hubsite or Backhaul downtime is more than 5% during the month. Such downtime in connectivity for more than 5% during the month can lead to termination of entire contract under Termination of default.		
22	PAYMENT AND DELIVERY TERMS- Connectivity to VSAT Hub (Section-II:4-iii)	11	<p>Down time due to issues attributable to bank will be exempted from calculating the downtime. Downtime will be calculated based on the system generated uptime reports to be submitted by the Service provider for:-</p> <ul style="list-style-type: none"> • DC, DR Site Backhaul link uptime. • VSAT Hub Site to Satellite link inbound and outbound bandwidth utilisation (if the utilisation is above 90%, the period for which the utilisation was above 90% will be treated as down time). 	Please elaborate the condition "VSAT Hub Site to Satellite link inbound and outbound bandwidth utilisation (if the utilisation is above 90%, the period for which the utilisation was above 90% will be treated as down time)"	It is clarified that service provider will monitor bank network and proactively inform bank in case of network utilization reaching 90%.



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23	PAYMENT AND DELIVERY TERMS- Shifting of VSATs (Section-II:4-iv)	11	<ul style="list-style-type: none"> • Shifting within same building / floor - 1 week • Shifting to other building / location in same city -2 weeks • Shifting to other cities within the state - 3 weeks • Shifting to other cities outside the state - 4 weeks • Completion of installation/De-installation (only) - 5 Working days 	Request bank to revise shifting VSAT timings as - <ul style="list-style-type: none"> • same building / floor - 2 weeks • other building / location in same city -3 weeks • other cities within the state - 4 weeks • other cities outside the state - 6 weeks • Completion of installation/De-installation (only) - 7 Working days. Additional time shall be provided for Monkey Cage/ Protector / Platform cases 	Please adhere to the terms and conditions of RFP
24	PAYMENT AND DELIVERY TERMS- Shifting of VSATs (Section-II:4-iv)	11	Shifting within same building / floor - 1 week	would request to increase the time to 2 weeks	Please adhere to the terms and conditions of RFP
25	PAYMENT AND DELIVERY TERMS- Shifting of VSATs (Section-II:4-iv)	11	Shifting to other building / location in same city -2 weeks	would request to increase the time to 3 weeks	Please adhere to the terms and conditions of RFP
26	PAYMENT AND DELIVERY	11	Shifting to other cities within the state - 3 weeks	would request to increase the time to 4 weeks	Please adhere to the terms and conditions of RFP



	TERMS- Shifting of VSATs (Section-II:4-iv)				
27	PAYMENT AND DELIVERY TERMS- Shifting of VSATs (Section-II:4-iv)	11	Shifting to other cities outside the state - 4 weeks	would request to increase the time to 5 weeks	Please adhere to the terms and conditions of RFP
28	PAYMENT AND DELIVERY TERMS- Shifting of VSATs (Section-II:4-iv)	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 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.	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

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29	PAYMENT AND DELIVERY TERMS- Other Terms (Section-II:4-v)	12	The shifting charges under a particular type should be equal across any sites in the country during the contract period irrespective of involving road permit, shifting of monkey cage / snow shield, packaging etc	The shifting rates are valid across any sites in Mainland of country excluding J&K, North East, Uttarakhand and A&N, Lakshadweep Islands Please confirm if any site fall in these regions	It is clarified that the shifting charges are exclusive of Andaman & Lakshadweep.
30	SPECIFICATIONS OF THE EQUIPMENT-Remote Ku-Band broadband VSAT specifications (Section-II:5-i)	12	Ethernet shall go down if satellite link is down	<p>Satellite link consist of two RF TX+RX interfaces connecting logically to Hub via multiple hops and frequency conversions</p> <p>Ethernet is an electrical interface talking to LAN devices. Both interfaces are totally different and technically not possible that Ethernet go down if Satellite link is down. Kindly remove this clause from compliance</p> <p>Request to remove this clause as Ethernet technology shows interface UP.</p>	Please refer amendment -1
31	SPECIFICATIONS OF THE EQUIPMENT-Remote Ku-Band broadband VSAT specifications (Section-II:5-i)	12	Humidity- 95% RH Non condensing at 0°C to 50°C	<p>As IDU is always kept in controlled environment, below specifications will be sufficient : Temperature 0°C to 50°C operating Humidity 90% RH Non condensing at 0°C to 50°C</p> <p>Request to get it changed to 90% RH Non condensing at 0 degree to 50 degree centigrade.</p>	Please refer amendment -2

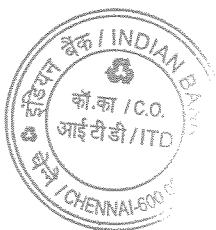


32	SPECIFICATIONS OF THE EQUIPMENT-Bandwidth required at Sites (Section-II:5-ii)	13	2 Mbps (1:1)	<p>Please confirm the breakup of 2Mbps BW in upload and download. The satellite BW specifications are simplex / asymmetric in general</p> <p>Request to give clarity on upload and download bandwidth. Upload bandwidth will be MIR of 512 kbps, which will be sufficient for Bank applications as there are no Huge file uploads happening in Branches</p>	Please refer amendment - 3.
33	SPECIFICATIONS OF THE EQUIPMENT-Bandwidth required at Sites (Section-II:5-ii)	13	256 Kbps (1: 1)	Please confirm the breakup of 256Kbps BW in upload and download. The satellite BW specifications are simplex / asymmetric in general	It is clarified that upload-256 Kbps, download-256 Kbps
34	SPECIFICATIONS OF THE EQUIPMENT-Bandwidth required at Sites (Section-II:5-ii)	13	64 Kbps (1: 1)	Please confirm the breakup of 64Kbps BW in upload and download. The satellite BW specifications are simplex / asymmetric in general	It is clarified that upload-64 Kbps, download-64 Kbps
35	SPECIFICATIONS OF THE EQUIPMENT-Bandwidth required at Sites (Section-II:5-ii)	13	64 Kbps (1: 10)	Please confirm the breakup of 64Kbps BW in upload and download. The satellite BW specifications are simplex / asymmetric in general	It is clarified that upload- 64 Kbps, download- 64 Kbps



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36	SPECIFICATIONS OF THE EQUIPMENT-Bandwidth required at Sites (Section-II:5-ii)	13	<p>1 . 2 Mbps (1:1) - At Remote Site, the Bandwidth of 2 Mbps (full duplex) should be available. This category of VSATs may be used for requirements like branches primary connectivity.</p> <p>2 . 256 Kbps (1:1) -At Remote Site, the Bandwidth of 256 Kbps (full duplex) should be available. This category of VSATs may be used for requirements like Extension counters & branches backup connectivity.</p> <p>3 . 64 Kbps (1:1) - At Remote Site, the Bandwidth of 64 Kbps (full duplex) should be available. This category of VSATs may be used for requirements like E-lounges.</p> <p>4 . 64 Kbps (1:10) -At Remote Site for 10 Sites, the pooled bandwidth of 64 Kbps (full duplex) should be available. This category of VSATs may be used for low bandwidth requirements like ATMs.</p>	Request to consider asymmetric bandwidth with lower upload speed (max 512Kbps)	<p>Please refer amendment - 3.</p> <p>1.Upload should be 512 Kbps and download 1536 Kbps. In future, provision to adjust the upload/download speed has to be provided by the service provider</p> <p>2.It is clarified that upload-256 Kbps, download-256 Kbps. 3.It is clarified that upload-64 Kbps, download-64 Kbps. 4.It is clarified that upload-64 Kbps, download-64 Kbps</p>
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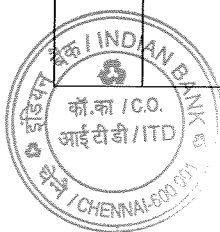
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37	PERFORMANCE SECURITY (Section-III:15)	19	Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder(s) shall furnish the performance security in accordance with the Conditions of Contract, in the performance Security Form (format-8 in Section V) provided in the Bidding Documents for 10% of one year cost of initial quantity of VSATs ordered valid for a period of 66 months (with further one month claim period), in the form of a Bank Guarantee in the format enclosed.	We request Bank to accept PBG with annual rolling validity	Please adhere to the terms and conditions of RFP
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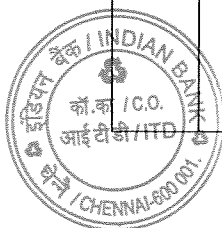


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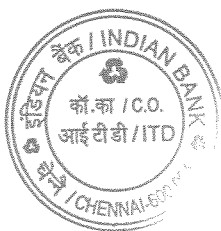
38	TERMINATION FOR DEFAULT (Section-IV:5-5.1)	23	The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part: a. if the Successful bidder(s) fails to deliver any or all of 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 fraudulent practices in competing for or in executing the Contract.	Please amend as below: The Bank, without prejudice to any other remedy for breach of contract, by <u>30</u> days written notice <u>to cure the</u> 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 <u>for reasons directly and solely attributable to the Bidder</u> , or within any extension thereof granted by the Bank; or b. if the Successful bidder(s) fails to perform any other <u>material</u> obligation(s) under the Contract. c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <u>Provided that the Bidder shall be awarded a fair opportunity of being heard before the Bank makes such a determination</u>	Please adhere to the terms and conditions of RFP
39	TERMINATION FOR DEFAULT (Section-IV:5-5.2)	24	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any	We understand that the maximum liability of bidder under the RFP will not exceed 100% of the contract value as mentioned in clause-10, page no.26	It is clarified that maximum liability subject to exceptions mentioned in Limitation of Liability will be capped to contract value.



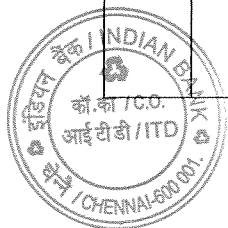
			excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.		
40	SETTLEMENT OF DISPUTES (Section-IV:7-7.4)	25	<p>Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators</p>	<p>Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.</p>	Please adhere to the terms and conditions of RFP



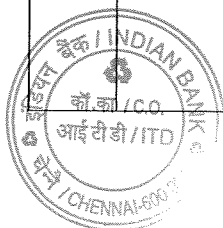
			<p>appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.</p> <p>(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p>	<p>(b) In the event that the parties fail to appoint an arbitrator through the mechanism stated herein above, then the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.</p>	
41	TERMINATION FOR CONVENIENCE (Section-IV:12-12.1)	26	<p>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</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>Please adhere to the terms and conditions of RFP</p>



			convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective	Termination for convenience is not a germane concept in case of rental contract as Bidder will be investing on the hardware prior to leasing the same to Customer for a specified period, apart from that the hardware once installed cannot be used anywhere else, Termination on Convenience of CUSTOMER must be compensated in full to CONTRACTOR in terms of recurring value of remaining rental period. Further we would strongly suggest that Termination should only be called for in case of breach of nay contracted term, Please confirm. Hence we request you to please delete the clause	
42	COMMERCIAL BID FOR VSAT SERVICES (Section-V:10)	43	Price Schedule	Request customer to pay rental and bandwidth payment separately. As both comes under different HSN	Please refer Amendment - 5
43	Additional Clause	NA	cabling/ conduit issue for old VSAT Sites	Complete cost which is incurred in changing the cable . Conduit would be borne by the customer	Please adhere to the terms and conditions of RFP
44	Additional Clause	NA	Interest on Delayed Payment	Any amount, which is unpaid by the Bank, shall bear interest at an annual rate equal to SBI PLR+2% from the date when such bid payment has become due until such time the	Please adhere to the terms and conditions of RFP



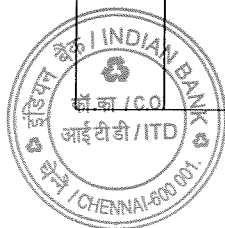
				payment is actually made.	
45	Additional Clause	NA	General	<p>NCLT, Mumbai Bench has approved the composite scheme of arrangement and amalgamation between Nelco Limited & its two wholly owned subsidiaries namely, Tatanet Services Limited and Nelco Network Products Limited.</p> <p>This scheme will be effective after the approval of DOT for transfer of VSAT and ISP Licenses from Tatanet Services Limited to Nelco Limited, which is awaited.</p> <p>After the scheme is effective the prime bidder Tatanet Services Ltd will be amalgamated with Nelco Limited and Vsat hardware and rental business will be transferred from Nelco Limited to Nelco Network Products Limited.</p> <p>To summarize, after the scheme is effective the VSAT Bandwidth services would be provided by Nelco Limited and Vsat hardware and rental services will be managed by Nelco Network Products Limited.</p> <p>Please confirm the aforesaid for our</p>	Accepted.



				eligibility for bidding.	
46	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>In case the delivered material could not installed within 30 days of delivery due to reasons attribute to customer/buyer/bank, the rental would commence for that site from 31st day. Being a rental contract this is very much essential to protect Bidders interest</p>	Please adhere to the terms and conditions of RFP
47	Additional Clause// Two PO Clause	NA	General	<p>In our case Tatanet Services Limited is the Lead Bidder having the VSAT License, and our Parent company support in the Installation, commissioning and maintenance services</p> <p>So request you to please allow 2 PO clause for Bandwidth and Rental Services respectively.</p>	Please refer Amendment - 4
48	Additional Clause	NA	General	We request Bank to issue separate purchase order for hardware rental & bandwidth services on separate companies. However, main bidder will	Please refer Amendment -4



				take up complete ownership of the project deliverables as per RFP requirement	
49	Additional	NA	Return of the hardware at the end of contract period	Being a rental contract Bidders has right to take back the Hardware at the end of the contract period and Bank will extend the support for smooth transfer of the equipment. Please confirm.	Accepted
50	Additional	NA	Additional Clause: Bidder's Termination Rights	The bidder reserves the right to cancel the contract in the following events:- Bank is in breach of any obligation under this Agreement. - Bank fails to make the payment of invoices within 30 days of receipt of such invoice.-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	Please adhere to the terms and conditions of RFP
51	Additional	NA	Rental clause	Subject to the terms of this Agreement the Parties agree to the following: 1. Title, Loss and Use of Leased Equipment All the Leased Equipment shall remain personal property of the LESSORS or its owners as the case maybe, whether it has been affixed to realty or otherwise and shall remain subject	Please adhere to the terms and conditions of RFP

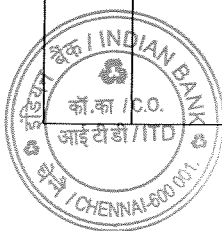


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				<p>to the rights of the LESSORS as fully as before being so affixed, and title thereto or property therein shall at no time pass on to the LESSEE and shall at all times remain with the LESSORS exclusively. The LESSEE shall at no time contest or challenge the LESSOR's sole and exclusive ownership right, title and interest in the Equipment. The LESSORS will keep the Equipment insured at all times at site and the LESSEE shall be responsible for the safe keeping of the Equipment as the LESSEE shall do for other similar equipment in its premises. The LESSEE shall keep the Equipment free from any and all liens, claims or other encumbrances whatsoever, and shall do or permit no act or thing whereby the LESSOR's title or rights may be encumbered or impaired and shall be responsible to the LESSORS for any loss caused thereby. The LESSORS shall take all the necessary approvals required to be taken for the installation and safe keeping of the Equipment and the LESSEE shall at all times ensure the safety and safe keeping of the Equipment. The LESSEE must:</p> <p>(i) notify the LESSORS in writing if any Equipment becomes lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use from any</p>	
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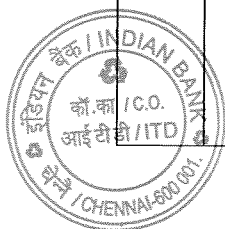


				<p>cause (an Event of Loss) ;</p> <p>(ii) provide the LESSORS with all necessary documentation relating to such loss or damage ;</p> <p>(iii) allow the insurer or loss adjuster to enter its premises to inspect Equipment ;</p> <p>(iv) assist the LESSORS with the LESSOR's claims for compensation under the insurance policy.</p> <p>2. Upon expiration or termination of this Agreement or the Lease Term, the Equipment shall be returned unencumbered by the LESSEE to the LESSORS at the LESSOR's sole expense and with reasonable wear and tear excepted.</p> <p>3. So long as the LESSEE shall not be in default hereunder, the LESSEE shall be entitled to the possession and use of the Equipment in accordance with the terms of this Agreement. The Equipment shall be kept at locations and sites approved by the LESSORS and shall not be removed from such locations and sites without the prior written consent of the LESSORS. The LESSORS shall carry on and conduct its business and use its closed user group in a proper and efficient manner so as to protect and preserve the Equipment and shall keep the Equipment in good order and condition. The LESSEE shall not,</p>	
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				<p>without the LESSOR's prior written consent, part with possession or control of the Equipment or attempt to sub-lease, sell, pledge, or otherwise dispose of, transfer or encumber any of the Equipment or attempt or purport to sub-lease, sell, pledge, assign, or otherwise dispose of, transfer or encumber any interest under the Equipment Lease and this Agreement.</p> <p>4. The LESSEE shall not, without the prior written consent of the LESSORS, make any alterations, additions or improvements to the Equipment. All alterations, additions or improvements to the Equipment shall be deemed to be a part of the Equipment and shall belong to and be the property of the LESSORS.</p> <p>5. The LESSEE shall, whenever requested, advise the LESSORS of the exact location of the Equipment and shall give the LESSORS immediate notice and details of any attachment or other judicial process affecting or that may affect the Equipment and save the LESSORS harmless from any loss or damage caused thereby. The LESSORS or its authorized representative may visit any of the sites for inspection of the equipment with prior notice to the LESSEE. During such inspection, if it is noticed</p>	
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				<p>that the site condition is not as per the requirement, the LESSORS will advise the LESSEE for taking corrective measures.</p> <p>6. In the event the LESSEE terminates this Agreement before the Term for any reasons, as per the termination clauses covered in Article 8, the LESSEE shall be liable to pay the LESSORS the rental charges for the Equipment for the balance period of the contract period of each VSAT under the Agreement.</p>	
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