



**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) For “for Supply, Commissioning, Maintenance & Management of MPLS links At branches (Re-tendering)”**

**RFP REF NO: UCO/DIT/NW/732/2017 Date: 31/01/2017”**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's**

SL No	Page no	Clause	Description of Query/ Clarification sought by Bidder	Bank Response
1	26	<b>Part –IV Scope of Work</b>  <b>Point no. 4.37</b> - Latency should not be more than 100 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.	Request Bank to clarify the end-to-end latency asked is between branches to DC & DR, which is 100ms  Latency between which end-points?	Latency should not be more than 100 ms (End to End i.e. Branch router to DC & DR router) for a 1500 byte packet size measured for a minimum of 1000 packets.
2	7	<b>Part – I General Terms and Conditions</b>  Last Date and Time for receipts of tender bids : 08.03.2017 at 3.00 pm	Request extension of bid submission by 15 days as finer feasibilities takes time.  For physical survey, Vodafone requests bank to give an extension of one month to submit the technical bid  Request Bank to increase the timeline by 30 days.	Please refer to the <b>Corrigendum</b> as enclosed with the Pre-bid responses.
3		<b>Feasibility Support</b>	Request bank to furnish correct phone nos / authorization letter wherever required on request of bidder for set of branches required (	Mobile/Phone no already shared with this RFP Annexure L. However authorization letter is not required to carry out during feasibility check.

			after Phase I feasibility completed by them)	
4	34	<p><b>Part – V</b></p> <p><b>5.12 Order Cancellation</b> - In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor.</p>	In presence of liquidated damages and penalty provisions imposed on the Bidder on its failure to deliver the services then why the Bank has imposed direct damages on the Bidder. Bank has also claimed indemnity in other parts of the RFP as well. This provision should be strike off.	The modified clause may be read as : "In case of cancellation of order, the Vendor would be required to compensate the Bank apart from Liquidity Damage and Penalty for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor."
5	35	<p><b>Part – V</b></p> <p><b>5.13 Indemnity</b></p>	The indemnity claimed by the Bank from the Bidder is very broad which includes IPR infringement, breach of RFP, breach of warranty, claims from Bank's customers, and omission in performance of service etc. such indemnification obligation is not limited to any monetary value. We request Bank that the overall liability of Bidder in the contract should be limited to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen and the indemnity should remain limited to damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct	Clause stands as per RFP
6	36	<p><b>Part – V</b></p> <p><b>5.13 Indemnity</b></p> <p>(ii) Any consequential or indirect loss or damage however caused provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.</p>	These damages are in the form of consequential damages and should not be considered as direct damages, should be removed from the section. Please confirm.	Clause stands as per RFP
7	39	<p><b>Part – V</b></p> <p><b>5.19 Exit Option and Contract Re-Negotiation</b></p>	There is no defect cure period notice being given by Bank. Can the Bidder presume that such notice	The cure period will be of 30 days. However, notice period under "Termination" clause of Part-V will be of 60 days.

			period would have minimum of 30 days to cure the given defects and on failure of Bidder to cure such defects will lead to termination of respective service link.	
8	40	<p><b>Part – v</b></p> <p><b>5.21 Termination</b> - The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.</p>	In such event of termination the Bank shall pay the service fees in respect of the services delivered up to the effective date of termination and the following amounts: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated order(s), (ii) an amount equal to one hundred percent (100%) of the service fees payable for the unexpired remainder of the order period plus (iii) any documented third party expenses not covered by (i) and (ii) above that are incurred by bidder in respect of the terminated order (including any local loop charges).	Bank will pay the services rendered by the bidder after deducting the Liquidity Damages and Penalty charges within the notice period of 60 days for termination, if any.
9	67	<p><b>Annexure – K</b></p> <p><b>Pre Contract Integrity Pact</b> - The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	Every contract is signed under different circumstances and prices have been finalized on the market situation. Any such decrease in prices should not be considered and be removed from the integrity pact.	Clause stands as per RFP
10	22	<p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>Point no: 4.5</b> - For the pole to be installed in the branch roof top for Wireless link, the height of pole should not be more than 12 meters.</p>	<p>Bidder would like to request Bank not to restrict Pole/Mast Height to 12 Metres in case the site permission has to be under Bidder's scope.</p> <p>Please allow the must height to 24</p>	Clause stands as per RFP

			Meters as there will be sites where 12M will not be adequate based on geographical challenges	
11	22,52	<p><b>Part – IV</b>  <b>Scope of Work and Annexure –G</b>  <b>Technical Requirements</b></p> <p><b>Clause :4.6/Point no 6</b> - In the case of wireless link (RF, WiMAX), it shall be the responsibility of the bidder to obtain roof top permissions/base area for erection of Pole/ Mast etc. required for installation of outdoor unit.</p>	<p>Providing Landlord permission comes primarily under Customer's scope, henceforth required permission should be a collaborative effort, not only the bidder's responsibility. Also please confirm who will pay the rental charges if demanded by the landlord.</p> <p>It is proposed that Bank provides support to obtain permissions from landlords / building owners since Bank will have better relationship with landlords / building owners.</p> <p>Any permission related to installing infra at customer site need to be owned by Customer. Roof rights/ permissions for Pole/Mast, will be the responsibility of the customer. Vendor/Bidder will not be responsible for the same.</p> <p>Bidder suggests that Landlord permission and arranging the same for survey should be taken up by Bank. Its tough to get this arranged by the bidder. Also Bidder seeks Bank complete assistance and cooperation while deployment</p>	Clause stands as per RFP
12	20	<p><b>Part – III</b>  <b>3.1 Evaluation Criteria</b></p> <p><b>Point no. 3.1.3.2</b> - On the basis of TCO, the L1, L2 &amp; L3 bidders will be selected. In case of three bidders are selected after commercial evaluation process and ranked as L1, L2 &amp; L3 the order for the MPLS links will be placed in the ratio of 50:30:20 provided L2, L3 bidders match the L1 cost/own cost whichever is lower. In case of two bidders the ratio will be 60:40 of L1:L2 provided L2</p>	<p>It is proposed that Bank does link wise evaluation of L1 and award. This will increase the number of sites with alternate links.</p>	Clause stands as per RFP

		bidder match the L1 cost/own cost whichever is lower.		
13	25	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.22</b> - Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.	Please confirm if Service Provider can utilize existing Bank's Earthing at a site subject to suitability of same.	Bidder can use existing Bank's Earthing, but before using its, bidder must check proper Earthing of Branch.
14	25	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.23</b> - Bidder will monitor the links and Bidder must have own Network Operation Centre for monitoring of the Network. Bidder will monitor all the links from their NOC through NMS and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc on monthly basis and as per the requirement. Bank will provide the SNMP access (read only) of the router for monitoring of the link.	<p>For reports involving service performance like link error or latency, it is proposed that Service Provider will submit reports based on PE-PE connected to TWO customer sites. It is also proposed that Bank obtains CPE-CPE reports from own NMS.</p> <p>Only uptime reports will be submitted</p>	Clause stands as per RFP
15	26	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.37</b> - Latency should not be more than 100 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.	It is proposed to reduce the packet size to 64 bytes	Clause stands as per RFP
16	27	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.38</b> - Average end to end packet loss should not be more than 10 in 1,000 for wireless connectivity with IMIX packets measured for a minimum of 1000 packets.	It is proposed to change the packet loss value to not more than 100 in 1000 which is industry standard	Clause stands as per RFP
17	29	<b>Part – V</b> <b>5.3 Installation and commissioning</b>	It is proposed to increase the installation and commissioning period for Rural and Semi - Urban sites by 4 weeks in each case.	Please refer to the <b>Corrigendum</b> as enclosed with the Pre-bid responses

			<p>Delivery timelines should be extended by a month for every case</p> <p>Request Bank to increase the time line in each slab by 4 weeks as it involves PAN India coverage.</p> <p>Request Bank to increase the timeline for Bidders which are not connected to Bank's Network. For time being allow Bank to connect on Copper to UCO HO @ Saltlake. For TCL DR the connectivity will be upto to the Communication Room.</p>	
18	31	<b>Part - V</b> <b>5.6 SLA for Network</b>	It is proposed to change the uptime SLA for Semi-Urban sites to 98% since even Semi-Urban sites are remote in nature	Clause stands as per RFP
19	31	<b>Part - V</b> <b>5.6 SLA for Network</b> The round trip delay of the network at any time should not be more than 100 msec (average) with 50% link utilization and packet drop should be less than 0.1%. In	It is proposed to change the packet loss value to not more than 1% which is industry standard	Clause stands as per RFP

		case of high latency, it will be responsibility of the Service provider to rectify the latency either by replacing the local pair or by other similar measures to contain latency within the stipulated limits.		
20	33	<b>Part - V</b> <b>5.8 Liquidated Damage</b>	It is proposed to not deduct penalty for change of media since last mile connectivity is a scarce resource	Clause stands as per RFP
21		Annexure - L	Please share excel sheet of locations	Already shared within annexure-L.
22	22	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.7</b> - If selected, the bidder shall have to provide the MPLS link in respective branches as per the feasibility report to be submitted along with RFP. Any deviation e.g. wired to wireless, increase in pole height, declared as non-feasible, etc. from the feasibility report will not be accepted. Selected bidder shall be penalized for the deviation.	Height can change at the time of deployment depending on the backhaul availability from a particular BTS. Hence request Bank to remove this from Penalization. For LOS issues, pole heights may be needed to be changed from 3 meters to 6,9,12 meters. Vodafone will like to know on what basis penalty will be imposed on deviation	Bidder can change pole height for the link feasible in wireless media only with concern of bank within maximum limit 12 meter, at time of implementation, if required.
23	26	<b>Point – IV</b> <b>Scope of Work</b> <b>Point no: 4.35</b> - Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage, during the contract period. However, the "force majeure" clause will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment, asap. External antennas should have proper lightning conductors, wherever necessary.	Replacement will be in case of fault only. Damage to equipment within client premises will be responsibility of client.  After commissioning, Vodafone will not be responsible for replacement of faulty equipments.	Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage, during the contract period. However, the RFP clause no. 5.9, entitled as "force majeure" will be applied.
24	27	<b>Point – IV</b> <b>Scope of Work</b> <b>Point no:4.48</b> - Bidder's network should support Incident management: Prevention mechanism for mis-configuration, Alert mechanism should be in place for any incident occurred etc., Every incident reported should be notified to Bank and documented, System should have capability to send alerts through email and SMS to respective authorities/stakeholders.	Need clarity on this clause with respect to email and SMS alert?	Bidder system should have capability to send SMS/ email for any alert/ incident happen any links implemented by bidder.

25	33	<b>Part – V</b> <b>5.8 Liquidated Damage</b> If Bidder fails to commission the link as per feasibility report (this includes change of media) 10% of the link cost will be deducted from payment of other link or from Performance Bank Guarantee and bank will place the order to any other selected bidder. If the link is not commissioned / delayed commissioned, due to landlord permission issue for installation of outdoor unit, in genuine case LD charge will not be applicable. Respective Branch official report will be final in this case.	Please remove this clause	Clause stands as per RFP
26	33	<b>Part - V</b> <b>5.11 Acceptance Testing</b>	Link shall be deemed accepted after 5 days of handover to bank for testing. Bank shall revert to service provider within 5 days for any query related to the commissioning of the link.	Clause stands as per RFP
27	18	<b>Part – II</b> <b>2.1 Eligibility Criteria</b> <b>Point no:7</b> - Bidder should have minimum 50 nos. of MPLS POPs across India.	Will not be possible to share the contact details, however address can be shared. Please amend this clause	Clause stands as per RFP
28	18	<b>Part – II</b> <b>2.1 Eligibility Criteria</b> <b>Point no:9</b> - The Bidder should have their own & independent full-fledged "Network Management Centre (NOC/NMC)", round the clock (24x7) manned by skilled & technical manpower, for efficient centre & remote monitoring, configuration, diagnose, troubleshooting and performance management of backbone network and last mile network of customers.	Technology used, details of resources is difficult to provide. Please accept the address of the NOC	Clause stands as per RFP
29	18	<b>Part – II</b> <b>2.1 Eligibility Criteria</b> <b>Prequalifying Criteria</b> <b>Point no:10</b> - The Bidder should have preferably service support center in all state capitals and Undertake to provide seamless service to branches from the service support centers. <b>Documents to be submitted</b> - List of Support Service Centre with Address & contact details, Manpower Strength, Value of Stocks	Only address of the service support centres can be provided. Please amend this point. We will be responsible for the uptime hence Spares, Manpower strength is not possible to share.	Clause stands as per RFP



		of Spares, Model and type of WAN devices serviced etc. should be specified in Annexure H.		
30	30	<b>Part - V</b> <b>5.4 Payment Terms</b>	Our understanding is that Payment for OTC and recurring charges will be made link wise and will start after commission of each link. Please confirm	Please refer RFP clause numbers 5.4.2, 5.4.3 and 5.4.4.
31	30	<b>Part - V</b> <b>5.5 Price</b> The cost of network link must include rental charges of network equipment's e.g modem, repeater, etc. required to be terminated the link at CPE Ethernet interface. The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.	Service Tax should be applicable on actuals. With the onset of GST, same should be applicable on actuals	Present Rate of Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing
32		<b>General</b>	"With regard to providing bandwidth to each location, technically infeasible locations will be removed from scope and project will be considered completed. Technically infeasible sites shall be informed to Customer along with reasons and justifications  Also Technically infeasible locations should be removed from Implementation Liquidated damages charges"	No addition.
33	22	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.7</b> - If selected, the bidder shall have to provide the MPLS link in respective branches as per the feasibility report to be submitted along with RFP. Any deviation e.g. wired to wireless, increase in pole height, declared as non-feasible, etc. from the feasibility report will not be accepted. Selected bidder shall be penalized for the deviation.	We do on site feasibility post receipt of order. There may be little change in Pole height and feasibility status post on site feasibility. Request to delete this clause.	Clause stands as per RFP
34	24	<b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.18</b> - Bidder needs to have a co-	Pleas share the responsibility of Co-ordination as this kind of open statement may create complication	Please refer to the <b>Corrigendum</b> as enclosed with the Pre-bid responses

		ordination with the existing system integrator M/s HP for integrating with present system for the branches to function smoothly.	in such a large project. Please clarify whether failover etc is the responsibility of TSP or not.	
35	31	<b>Part - V</b> <b>5.6 SLA for Network</b> Metro, Urban, Semi Urban Area Links:99.5	Request to revise this to 98.5%	Clause stands as per RFP
36	20	<b>Part – III</b> <b>3.1.3 Commercial Evaluation</b> <b>Point no: 3.1.3.2</b> - On the basis of TCO, the L1, L2 & L3 bidders will be selected. In case of three bidders are selected after commercial evaluation process and ranked as L1, L2 & L3 the order for the MPLS links will be placed in the ratio of 50:30:20 provided L2, L3 bidders match the L1 cost/own cost whichever is lower. In case of two bidders the ratio will be 60:40 of L1:L2 provided L2 bidder match the L1 cost/own cost whichever is lower.	As L2, L3 bidders match L1 prices only where they are higher, their TCO will be lower than L1 without getting any preference on getting desired locations. Hence, request to change this clause to L2 matching L1 cost for all cases, so that TCO is same for L2/L3.	Clause stands as per RFP
37	20	<b>Part – III</b> <b>3.1.3 Commercial Evaluation Point no:3.1.3.3</b> - In case if no bidder matches the price with L1, the order will be given to L1 as per their feasibility. Similarly if L2 does not match the price of L1, the L3 become L2 and order will give as per ratio of L1:L2. Hence L2/L3 bidder has to match the link cost of L1 only when bidder own cost for particular bandwidth & area category is higher than L1 cost of the link.	Request for removal of this part of clause.	Clause stands as per RFP
38	30	<b>Part - V</b> <b>5.4 Payment Terms</b> <b>Point no:5.4.1</b> - The initial period will be for 1 year. However same will be extended for 4 years based on performance basis. The Bidder have to charge the link charges quarterly in arrears on per-link basis based on the achievement of SLAs defined in the document. The bidder should submit the link-wise uptime achieved to enable the Bank to pay quarterly charges.	Request change of payment terms: Payment to be quarterly in advance	Clause stands as per RFP
39	30	<b>Part - V</b> <b>5.4 Payment Terms</b> <b>Point no: 5.4.2</b> – One-time cost, if any, will be paid after successful commissioning of the link and acceptance by the bank. Bidder should raise the invoice for one time	Need clarity: Is OTC invoice raised on monthly basis during deployment phase?	RFP clause is self-explanatory.

		charges on monthly basis.		
40	33	<b>Part - V</b> <b>5.11 Acceptance Testing</b> The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor.	Request to provide security of items at bank location until acceptance is given. Also, need clarity if acceptance tests will be done on sites selected on sampling basis. Need details on acceptance tests to be done. Standard ping test to be accepted. Also, removal of adding tests based on bank's discretion. Also, need clarity if acceptance will be given site wise.	Clause stands as per RFP
41	40	<b>Part - V</b> <b>5.21 Termination</b> The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	Request to clarify that termination will be subject to conditions only and not as per bank's convenience without any reason.	Please refer to RFP clause no. 5.12 entitled as "Order Cancellation".
42	26	<b>Part – IV</b> <b>Scope of Work</b> 4.29 The proposed network by the bidder should support: a) All web and client –server based application b) Video Conferencing c) Voice over IP (VOIP) d) End to end QOS e) IPsec	For which locations (rural/semi urban/urban) and bandwidth (128kbps or 256 kbps or 512 kbps or 2 mbps), are these services required.	Any location as mentioned in Annexure-L.
43	32	<b>Part - V</b> <b>5.8 Liquidated Damage</b>	Request you to keep LD as "0.5% per week of the value of the undelivered link , subject to the maximum of 5% of the value of undelivered link"	Clause stands as per RFP
44	20	<b>Part – III</b> <b>3.1.3 Commercial Evaluation</b> <b>Point no:3.1.3.6</b> - The order will be placed for each category of branches & for each bandwidth slabs as per the above mentioned ratio in between L1, L2, L3 or L1, L2 subject to feasibility MPLS links in the branches. However, for common feasible branches among L1, L2 and L3 the preference will be given to L1, L2 and L3 in order.	100 links in total or category wise.	The order will be placed for each category of branches & for each bandwidth slab in the ratio of 50:30:20 among L1, L2 and L3 or in the ratio of 60:40 between L1, L2 subject to feasibility MPLS links in the branches. However, for common feasible branches among L1, L2 and L3 the preference will be given to L1, L2 and L3 in order. This case will be considered in case minimum 100 distinct MPLS links are feasible considering all categories.

45	24	<p><b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.15</b> - The bandwidth of backhaul link is factored as 100 Mbps and bidder to quote the cost the same in commercial bid. However order for backhaul links will be placed based on 50% bandwidth of total bandwidth of MPLS links provided by bidder.</p>	In case the total bandwidth of MPLS changes, backhaul bandwidth will also change. Will Bank give time to do a refeasibility?	The bandwidth of backhaul link is factored as 100 Mbps and bidder is to quote the cost the same in commercial bid. However order for backhaul links will be placed based on 50% bandwidth of total bandwidth of MPLS links provided by bidder. Bidder should have feasibility for 100 Mbps backhaul link from day one. If in future backhaul link need to upgraded more than 100 Mbps, Bank will give time to do feasibility for upgraded bandwidth.								
46		<p><b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.24</b> - Besides monitoring from NOC, bidder should provide Manpower for monitoring links daily basis during Monday to Saturdays 10 A.M to 7 P.M at UCO Bank NOC Centre as per following criteria.</p> <table><tr><th>Link</th><th>Seat</th></tr><tr><td>No. of link ≤100</td><td>1</td></tr><tr><td>100 &lt; No. of link ≤ 500</td><td>2</td></tr><tr><td>More than 500 links</td><td>3</td></tr></table> <p>The selected bidder has to adhere to the Law of the Land and Labour Law of the Government as applicable for the project.</p>	Link	Seat	No. of link ≤100	1	100 < No. of link ≤ 500	2	More than 500 links	3	"What is the expected scope of work for the onsite NOC considering link monitoring is already being performed by the bidder's NOC ? Successful bidder will do the monitoring from NOC and submit the reports as and when bank required. We seek clarification as to why the bank requires manpower at UCO Bank NOC."	Besides monitoring from NOC, bidder should provide Manpower for monitoring links daily basis during Monday to Saturdays 10 A.M to 7 P.M at UCO Bank NOC Centre as per RFP clause no. 4.24 for better link monitoring and coordination with Bank's existing Network facility Manager.
Link	Seat											
No. of link ≤100	1											
100 < No. of link ≤ 500	2											
More than 500 links	3											
47	27	<p><b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.38</b> - Average end to end packet loss should not be more than 10 in 1,000 for wireless connectivity with IMIX packets measured for a minimum of 1000 packets.</p>	End packet loss between?	Average end to end packet loss should not be more than 10 in 1,000 for wireless connectivity with IMIX packets measured for a minimum of 1000 packets between Branch routers to DC & DR router.								
48	27	<p><b>Part – IV</b> <b>Scope of Work</b> <b>Point no: 4.39</b> - Average Jitter of the connectivity should be less than 45ms measured for a minimum 1000 packets.</p>	Jitter between?	Average Jitter of the connectivity should be less than 45ms measured for a minimum 1000 packets between Branch routers to DC & DR router.								
49	30	<p><b>5.3.3 Installation and Commissioning</b> - If link may require to be shifted new location an onetime cost of Rs. 10,000/- will be payable for the same, which includes dismantling &amp; shifting of network equipment related for the link and recommissioning of network link at new location. Shifting of link will be completed within 4 weeks from date of PO for shifting the link.</p>	Link shifting requires new feasibility and based on feasibility and Capex, the cost of shifting should be decided	Clause stands as per RFP								

50	35	<b>5.13 Indemnity-</b>	<p>Kindly note that, this clause of indemnity is unilateral in nature and it is suggested to make this clause mutual between both the parties.</p> <p>Also note, Bidder (Vodafone) does not provide any third party claims and shall not indemnify the Bank against any or all claims arising out of the third party IPR infringement.</p>	Clause stands as per RFP
51	36	<b>5.15 Privacy and Security Safeguards</b>	<p>Kindly note this clause is unilateral in nature it does not safeguard the interest of the bidder. Therefore, it is suggested to make this clause mutual between both the parties. Also the exceptions to the confidentiality should also be detailed in this clause</p>	Clause stands as per RFP
52	38	<b>5.19 Exit Option and Contract Re-negotiation</b>	<p>Kindly note the appropriate remedy for any delay in commissioning of links, completion of order within the stipulated time period or breach of SLA, Bidder will be penalised or will be liable to provide service credits to the Bank as agreed by the parties.</p> <p>Hence, the contract cannot be terminated for the reasons for which Bank has already imposed penalty or obtained service credits.</p> <p>Kindly note that the contract can only be cancelled by a prior written notice only upon a material breach which a breaching party does not cure within reasonable notice period provided to rectify such breach.</p>	Clause stands as per RFP
53	40	<b>5.21 Termination</b>	<p>Contract can be terminated only in case of material breach by a party and the breaching party fails to cure the fault within the stipulated period of time.</p> <p>Please note the termination rights in case of insolvency should be mutual between the parties.</p>	Clause stands as per RFP

54	42	<b>5.23 Arbitration</b>	It is suggested that the parties should resolve their disputes by courts rather than going for arbitration proceeding, on the reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order.	Clause stands as per RFP
55	42	<b>5.24 Applicable Law and Jurisdiction of Court</b>	Please note the contract should be subject to the exclusive jurisdiction of New Delhi, considering the aspect that it's the capital and the courts in Delhi are prompt in giving relief's	Clause stands as per RFP

## Corrigendum

SI No	Page No. / Clause No.	Existing Clauses	Modified Clauses																
1	7	<p><b><u>Part-I – General Terms and Conditions</u></b></p> <p>Last Date and Time for receipts of technical bids: <b>08.03.2017</b> at <b>3:00 pm</b></p>	<p><b><u>Part-I – General Terms and Conditions</u></b></p> <p>Last Date and Time for receipts of technical bids: <b>15.03.2017</b> at <b>3:00 pm</b></p>																
2	8	<p><b><u>Part-I – General Terms and Conditions</u></b></p> <p>Last Date and Time for opening of technical bids: <b>08.03.2017</b> at <b>3:30 pm</b></p>	<p><b><u>Part-I – General Terms and Conditions</u></b></p> <p>Last Date and Time for opening of technical bids: <b>15.03.2017</b> at <b>3:30 pm</b></p>																
3	29	<p><b><u>Part – V</u></b></p> <p><b>5.3 Installation and commissioning</b></p> <p>Bidder has to commission the links at DC and DR within 4 weeks and all other links as per table given below from the date of acceptance of purchase order. In short, the entire project shall be implemented within 16 weeks from the date of acceptance of Purchase Order. Order will be deemed accepted from 7th day of PO date, in case vendor do not convey formal acceptance to Bank.</p> <table><tr><th>Link</th><th>Installation &amp; Commissioning Period</th></tr><tr><td>Between 100 to 500</td><td>Within 12 Weeks</td></tr><tr><td>Between 501 to 1000</td><td>Within 16 Weeks</td></tr><tr><td>More than 1000</td><td>Within 20 Weeks</td></tr></table>	Link	Installation & Commissioning Period	Between 100 to 500	Within 12 Weeks	Between 501 to 1000	Within 16 Weeks	More than 1000	Within 20 Weeks	<p><b><u>Part – V</u></b></p> <p><b>5.3 Installation and commissioning</b></p> <p>Bidder has to commission the links at DC and DR within 4 weeks and all other links as per table given below from the date of acceptance of purchase order. In short, the entire project shall be implemented within 24 weeks from the date of acceptance of Purchase Order. Order will be deemed accepted from 7th day of PO date, in case vendor do not convey formal acceptance to Bank.</p> <table><tr><th>Link</th><th>Installation &amp; Commissioning Period</th></tr><tr><td>Between 100 to 500</td><td>Within 16 Weeks</td></tr><tr><td>Between 501 to 1000</td><td>Within 20 Weeks</td></tr><tr><td>More than 1000</td><td>Within 24 Weeks</td></tr></table>	Link	Installation & Commissioning Period	Between 100 to 500	Within 16 Weeks	Between 501 to 1000	Within 20 Weeks	More than 1000	Within 24 Weeks
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4	24	<p><b><u>Part-IV</u></b> <b><u>Scope of Work</u></b></p> <p>4.18 Bidder needs to have a co-ordination with the existing system integrator M/s HP for integrating with present system for the branches to function smoothly.</p>	<p><b><u>Part-IV</u></b> <b><u>Scope of Work</u></b></p> <p>4.18 Bidder needs to have a co-ordination with the existing system integrator M/s Wipro for integrating with present system for the branches to function smoothly.</p>
5	34	<p><b><u>Part-V</u></b> <b><u>5.12 Order Cancellation</u></b></p> <p>In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor.</p>	<p><b><u>Part-V</u></b> <b><u>5.12 Order Cancellation</u></b></p> <p>In case of cancellation of order, the Vendor would be required to compensate the Bank apart from Liquidity Damage and Penalty for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor.</p>
6	40	<p><b><u>Part-V</u></b> <b><u>5.21 Termination</u></b></p> <p>The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving ninety (90) days prior written notice to the selected bidder.</p>	<p><b><u>Part-V</u></b> <b><u>5.21 Termination</u></b></p> <p>The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving sixty (60) days prior written notice to the selected bidder.</p>

**Note:**

All other terms and conditions/clauses of the subject RFP/Pre-bid reply/corrigendum remain unchanged. The changes in the RFP clause mentioned herein above will be part and parcel of the RFP.