

SN	RFP Section	Page Number	Tender Clause	Change Request / Clarification/Bidder Query	Response
Queries Received from ms Reliance Jio Infocomm Limited					
1	3.2 TECHNICAL REQUIREMENTS	15	3.2.1. RailTel is looking for delivery of burstable bandwidth against its all SOR's	Pls provide the capacity of burstable bandwidths in terms of multiplier of the base bandwidth.	Please refer to clause 3.2.2.
2	3.12 VALIDITY OF CONTRACT/EMPANELMENT AND RATES FIXING PROCESS:	21	3.12.7 In case if during any year, the requirement exceeds the variation as mentioned in this document, RailTel on its discretion can seek the price offers multiple times from the empanelled firms during such year.	With what percentage of variation, will Railtel ask for price offer? How many time this activity will take place?	Please refer to corrigendum
3	3.12 VALIDITY OF CONTRACT/EMPANELMENT AND RATES FIXING PROCESS:	21	3.12.8 The IBW supplier shall be finalised for the subsequent year on the basis of price offers/Reverse Auction as stipulated in this document.	Are the rates fixed for 5 years or Annual rate will be filaiized? If Annual rate is to be finalized, what will the process for annual rate finalization?	Please refer to corrigendum .
4	3.12 VALIDITY OF CONTRACT/EMPANELMENT AND RATES FIXING PROCESS:	21	3.12.9 Once the rates of IBW are discovered for the year against a SOR through discovery of price/RA or a firm is awarded APO for any year, the rates shall be binding for the complete remaining period of the contract which in totality is 5+2 Years. During this currency, the firm can't increase its rates	Are the rates fixed for 5 years or Annual rate will be filaiized? If Annual rate is to be finalized, what will the process for annual rate finalization?	Please refer to corrigendum .
5	3.18 TERMINATION CLAUSE	23	RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service, RailTel has the right to encash the PBG.	The termination should be bilateral. Request to ammend the clause accordingly.	Please refer to corrigendum .
6	3.21 ELIGIBILITY CRITERIA	24	2.a The bidder has to have own/ or a consortium partner at least one Wet Cable landing System in India and must be operational for more than one year. A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, cancelled or terminated by the Licensor	This clause may favor a few bidders. Request to pls ammend the clause to: The Bidder should have own Submarine cable system OR minimum 1000 Gbps Lit Capacity at Cable Landing Station in minimum two cable systems.	Tender clause shall prevail.
7	3.21 ELIGIBILITY CRITERIA	24	2. (b) The bidder must ensure redundancy through its 2nd Wet Cable landing system in India (owned or part of consortium). Alternatively, the bidder may have IRU with 3rd party Category A ISP provider to use international bandwidth for providing IP Ports in India (credentials of both these points will be established while testing the links). The supporting document needs to be submitted of hiring international bandwidth from other service providers	This clause may favor a few bidders. Request to pls ammend the clause to: The bidder must ensure redundancy through its 2nd Wet Cable landing system in India (owned or part of consortium) with minimum 1000 Gbps Lit Capacity at Cable Landing Station in the cable system.	Tender clause shall prevail.
8	9. For International Internet Bandwidth	25	ii. Point of connectivity and the type and model of router on which RAILTEL's link will be terminated in India separately for Trans-Atlantic & Trans Pacific IP Routes.	We understand the Railtel Link will be terminated in POP router(s). The POP routers are deployed in redundant fashion. However,the routes advertiement will decide the traffic flow towards pacific or atlantic routes for International trafic. Pls revert whether understanding is correct.	Tender clause is self explanatory.
9	3.25 Financial Eligibility Criteria:	27	The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender.	We understand that balanace sheet with Turnover of 150% of advertised value is required for compliance of this clause. Pls revert whether the understanding is correct.	Tender clause is self explanatory.
10	3.3 SERVICE DESCRIPTION AND DELIVERY	16	3.3.2. It is mandatory for bidder to deliver IBW at RailTel POPs (as per address of POP mentioned in the tender). It would be necessary to provide the last mile on OFC with full redundancy. RailTel will provide 10G (100GE if later available) port at each of its POP on its router for making through the connectivity.	After which bandwidth value will you require 100 port at each of 5 sites?	Depending upon the availability of 100GE port at RailTel router, the requirement of 100GE port shall be communicated to the successful bidders.

11	3.12.3 RailTel plans to empanel ISPs for the rate contract for provision of IBW (tentative) as under	21	SOR-E Chennai 50.0	What Port capacity is required at Chennai - 100G or nx10G. Is it is 10x10G ports, we request to ammend to 100 Gbps port as delivery on 10x10Gbps will not be able to deliver 100 Gbps throughput.	RailTel has already upgraded port at Chennai POP to 100GE. Remaining POPs are also expected to be upgraded to 100GE in next few months. So bidder must keep ready 100GE ports at all locations.
12	Section-1 Chapter-1 Schedule of Requirements	5	3. In case the provisioned quantity changes in between a year, e.g. if in the first year of rate contract if it is 10 Gbps for first quarter, 20 Gbps during second quarter and 30 Gbps during 3rd and 4th quarter, the quantity used out of the SOR of rate contract shall be calculated to be $(10+20+2 \times 30)/4$ i.e. 22.5 Gbps-Year during that year	1. Seems bandwidth calculation logic needs revision. The average bandwidth will be $10 \times 4 + 20 \times 3 + 30 \times 2 \div 2 = 220$ Gbps . Per quarter value comes to $220/4 = 55$ Gbps Pls revert.	The calculations are OK. May please refer to the tender document. The example is for the four (1st, 2nd, 3rd & 4th) quarters of the year and not multiple quarters as shown in the question.
13	3.7.5 The following penalties will be imposed in case of violation of SLA:	18	3.7.5 The following penalties will be imposed in case of violation of SLA:	Requesting Customer to please add exclusions to Service Levels as follows: Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes: i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,	Tender clause shall prevail. However downtime on account of RailTel and for agreed scheduled outages shall not be counted for penalty periods.
14	3.7.7	19	3.7.7 RailTel reserves the right to terminate the contract prematurely, if it is found that compressed Internet Bandwidth is being provided or SLA violations of the highest order happen for any of the parameters i.e. Link Availability, Packet Losses & RTT violation consequently in two successive months. The bank guarantee would be en-cashed and bidder would be blacklisted for a particular gateway location for three years, in such cases	Requesting customer to qualify the termination for non performance as per below: Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing If breach is cured then customer shall not terminate such links. Also requesting customer to waive off any blacklisting provision for non performance	Tender clause shall prevail.
15	3.9.4	19	3.9.4 RailTel officials will have the right to inspect the bidder's premises at local as well as remote ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice.	Request customer to clarify the scope such inspection. Any inspection of premises is not feasible owing to confidentiality obligations with customers and regulatory compliances to protect such information	RailTel team if required to visit the vendors premises, same shall be restricted to the tender requirements only and all Govt. guidelines as applicable for confidentiality shall be followed.

16	3.18	23	3.18 TERMINATION CLAUSE RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service, RailTel has the right to encash the PBG. In case the Quality of Service (QoS) and availability is persistently below the agreed upon levels, the contract can be terminated by RailTel by giving 7 days notice in writing and encashing the PBG. A bidder whose order is terminated on the quality ground for any PoP location, shall not be eligible to participate in such IBW procurement tenders of RailTel for that particular PoP location for a period of two years from the effective date of termination	Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. Services shall be provided as per agreed SLA. Further such clause shall be applicable and enforceable only if the services are stopped by Bidder for the reasons solely and directly attributable to the Bidder. However non performance shall be qualified as below: Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links.	Please refer to corrigendum.
17	3.2	25	3.20 DELIVERY AND INSTALLATION	Such clause to be qualified and include that only if the delay by Bidder is for the reasons solely and directly attributable to Bidder. And requesting for any cure period in this regard which can be mutually discussed between parties	For any delay on the part of RailTel, bidder is not liable to be penalised as per this clause. May please also refer to corrigendum.
18	3.37 Limitation of Liability	32	a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement	Requesting customer to consider below changes: a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total <u>annual</u> Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement <u>caused knowingly by the Bidder within India or where services are rendered by Bidder under this RFP</u>	Tender clause shall prevail.
19	3.42 REJECTION AND RETURN OF BIDS	34	3.42.3 If, a bidder has a relation or relations employed in RailTel, the authority inviting the bids shall be informed of the fact along with the offer, failing which RailTel, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.	Please clarify how is applicable for the Bidder who is an Company. Such declaration for an company is very broad to confirm. Please waive of such requirement	For any company, this applies for its promoters, Directors and KMPs (Key Managerial Persons) or as specified in the company act.
20	3.47 LIQUIDATED DAMAGES	35	Requesting customer to please confirm 10% of what ? Contract value or PO ? Please confirm	Requesting customer to please confirm 10% of what ? Contract value or PO ? Please confirm	A maximum of 10% of the value of issued PO for a particular gateway where the delay has taken place shall be recoverable as damages.
21	Chapter 7- 7.5 Inspection:	51		This is not applicable under scope of services. Please delete. Further such clause is applicable request customer to clarify the scope such inspection. Any inspection of premises is not feasible owing to confidentiality obligations with customers and regulatory compliances to protect such information	The General & standard conditions of the tender are generic and are part of any tender. May please refer to clause 6.18. Though being a part of this tender document, this being a services tender, inspection clause is not applicable for this tender.

22	Chapter 8 STANDARD CONDITIONS OF CONTRACT 8.6.2. Failure and Termination 8.6.2.1 Termination for Default–	61		It appears that the certain contract terms mentioned herein are not relevant to Services to be provided under this RPP . please let us know if any specific clause is applicable to the Bidder , since the contract clause under chapter 8 are generally applicable to construction or delivery of goods related scope. Can you please confirm? Also please address below : 8.6.2. Failure and Termination- <u>Such failure to be restricted and enforceable only when it is directly and solely attributable to Bidder.</u> <u>Requesting customer below changes</u> <u>8.6.2.1 Termination for Default–</u> The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default „ sent to the Tenderer, terminate this contract in whole or in part. a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract, <u>due to the reasons solely and directly attributable to Bidder</u> . b) If the tenderer fails to perform any other obligation(s) under the contract, <u>which has material adverse impact on the services and its caused due to reasons solely and directly attributable to Bidder</u> ; and c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser. d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. <u>However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.</u> <u>e) If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied. Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract</u>	The General & standard conditions being generic in nature for all types of tender. Therefore many of their clauses pertain to only supply and work contracts. Only the services related clauses of these chapters shall be applicable for the current tender.
23	Chapter 8 STANDARD CONDITIONS OF CONTRACT	67	8.15.0. Indemnity.	Requesting customer below changes : 8.15.1. The Contractor shall at all times indemnify the Purchaser against all <u>direct</u> claims which may be made in respect of the <u>Stores</u>/services for infringement of any right protected by patent, registration of designs or trade mark <u>caused knowingly by the Bidder</u>. Provided always that in the event of any <u>actual</u> claim in respect of <u>alleged</u> breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from. 8.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.	Tender clauses shall prevail.
24	Chapter 8 STANDARD CONDITIONS OF CONTRACT	68	8.16.0. Packing 8.17.0 Notification of Delivery 8.19.0. Removal of Rejected Stores/services. 8.21.3. Lien in respect of Claims in other Contracts 8.24.4. Marking of Stores/services	Not applicable , please confirm?	Already explained in item-22 above.
25	Chapter 8 STANDARD CONDITIONS OF CONTRACT		8.23.0. Insolvency and Breach of Contract.-If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase	Requesting customer to add a cure period of 60 days to remedy the breach. Expenditure clause to be deleted.	Tender clauses shall prevail.
26	Chapter 8 STANDARD CONDITIONS OF CONTRACT		8.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:	Requesting customer to please be informed that it can be complied to the extend relevant and applicable under scope of services	Already explained in item-22 above.
27	Chapter 8 STANDARD CONDITIONS OF CONTRACT		8.26.0 Settlement of Disputes/ Arbitration	Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996 Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator.. In the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd (“Perkins”)[1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 (“Act”), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.	Tender clauses shall prevail.
28	Chapter 8 STANDARD CONDITIONS OF CONTRACT	75	8.28.0 Warranty/Guarantee	Requesting customer to please confirm that this clause is Not applicable , please confirm?	Already explained in item-22 above.
29	Chapter 8 STANDARD CONDITIONS OF CONTRACT	78	7. Fall Clause:	The price quoted for services depends on various parameters viz, (i) specification, bandwidth , (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (vi) terms and conditions of contract (vi) service levels agreed (vii) last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the provision of services and as such our compliance of this clause will be subject to the parameters specified herein above	Tender clauses shall prevail.

30	Additional	Additio nal	Documents to be executed by Customer	The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	Tender clauses shall prevail. RailTel shall comply all the regulatory requirements.
31	Additional	Additio nal	Limitation of Liability	Requesting customer to cap over liability of bidder to Annual charges received by Bidder under this RFP. Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities	Tender clauses shall prevail.

Queries Received from ms Bharti RailTel

1	Schedule of Requirements	4	%age quoted above (+) or below (-) from estimated Rates	In the commercial submission, do we only need to do submission in this format only by mentioning %age change.	The commercials are required to be submitted in the web portal and no change may be allowed by the web portal.
2	3.2.7	16	In case of 95/5 percentile billing, if the capacity utilization difference between the Service provider and RailTel is within $\pm 2\%$, then RailTel shall pay the bill as per RailTel calculations or whichever is lower. But if the difference is more than $\pm 2\%$, then RailTel reserves the right to reconcile the data provided by service provider with its own records.	Railtel should pay bill on correct capacity utilization & should reconcile the disputed amount post making payment of the undisputed value.	Please refer to corrigendum.
3	3.7.2 SERVICES AVAILABILITY AND PENALTY	17	The bidder must sign a Services Level Agreement (SLA) to provide minimum services availability of 99.95%.	It is proposed to maintain SLA for minimum services availability of 99.5%.	Tender clause shall prevail.
4	3.7.5 Penalty for Link Availability	18	>= 99.95%: NIL Between 98.96% and 99.95%: Amount equivalent to 2 days Between 98.96% and 97.95%: Amount equivalent to 4 days Between 97.96% and 96.95%: Amount equivalent to 7 days Between 96.96% to 95%: Amount equivalent to 10 days < 95%: Amount equivalent to 30 days	>= 99.5%: 0% of Quarterly charges Between 98.96% and 99.5%: 2% of Quarterly charges Between 98.96% and 97.95%: 4% of Quarterly charges Between 97.96% and 96.95%: 6% of Quarterly charges Between 96.96% to 95%: 8% of Quarterly charges < 95%: 10% of Quarterly charges	Tender clause shall prevail.
5	3.7.5 Penalty for Packet Loss	18	0 or < 1%: NIL 1 to < 2%, Continuously for two hours or: Amount equivalent to 2 days 2 to < 5%, Continuously for two hours or more.: Amount equivalent to 4 days 5 to < 8%, Continuously for two hours or more.: Amount equivalent to 7 days 8 to <10%, Continuously for two hours or more.: Amount equivalent to 10 days > 10%, Continuously for two hours or more.: Amount equivalent to 30 days	0 or < 1%: 0% of Quarterly charges 1 to < 2%, Continuously for two hours or: 2% of Quarterly charges 2 to < 5%, Continuously for two hours or more.: 4% of Quarterly charges 5 to < 8%, Continuously for two hours or more.: 6% of Quarterly charges 8 to <10%, Continuously for two hours or more.: 8% of Quarterly charges > 10%, Continuously for two hours or more.: 10% of Quarterly charges	Tender clause shall prevail.
6	3.7.5 Penalty for RTT (Latency)	18	X%: NIL X+5%: Amount equivalent to 2 days X+10%: Amount equivalent to 4 days X+15%: Amount equivalent to 7 days X+20%: Amount equivalent to 10 days >X+20%:Amount equivalent to 30 days Note: X as per latency limits mentioned as per Table II	X%: 0% of Quarterly charges X+5%: 2% of Quarterly charges X+10%: 4% of Quarterly charges X+15%: 6% of Quarterly charges X+20%: 8% of Quarterly charges >X+20%: 10% of Quarterly charges Note: X as per latency limits mentioned as per Table II	Tender clause shall prevail.
7	3.7.5	18	Total value of penalty for Link availability, Packet Loss & RTT (Latency).	Total cumulative penalty applicable for Link availability, Packet Loss & RTT (Latency) should limit to 10% of Quarterly charges of that respective quarter	Tender clause shall prevail.
8	3.14 VARIATION CLAUSE:	22	Variation of quantity from 125% to 140% will be 2% rebate, above 140% to 150% with 4% rebate and beyond 150% the rates shall be decided on the basis of negotiations.	It is proposed that rates should be same for variation in quantity as agreed in contract.	Tender clause shall prevail.
9	3.18 TERMINATION CLAUSE	23	RailTel can terminate the service agreement by giving three months notice in advance to the other party.	There shall be no termination for Convenience. Kindly removed this clause	Please refer to corrigendum.

10	3.23 PAYMENT TERMS & PAYING AUTHORITY	26	The final payment will shall be released by ED/RGM of the concerned region after acceptance of the service, reconciliation of bandwidth usage and SLA computation and impact on quarterly payment if any	Payment shall be released within 30 days of submission of requisite documents.	Please refer to corrigendum.
11	3.36 Payment Terms	31	100% of the value of the previous quarter shall be paid in the next quarter after the submission of claims with all requisite documents.	Payment shall be released within 30 days of submission of requisite documents.	Please refer to corrigendum.
12	3.37 Limitation of Liability:	32	the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement	Airtel's total liability to the other for all claims, in the aggregate, under or in connection with this service order, whether in contract or in tort (including for breach of warranty, negligence and strict liability in tort), will be limited to an amount equal to the fees paid under this service order for the preceeding twelve(12) month period from the date of such claim.	Tender clause shall prevail.
13	3.47 Liquidated Damaged	35	If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by RailTel, RailTel will recover damages from the bidder @ 0.5 % of the value of the undelivered part of the Purchase Order for each week of delay subject to maximum 10%.	Liquidated damaged proposed to be @ 0.5 % of the annual value of the undelivered part of the Purchase Order for each week of delay subject to maximum of 5% of the annual value of the undelivered part of the Purchase Order.	Tender clause shall prevail.
14	Clause 3.20, Chapter-3	6	Delivery Period 90 days for the first sub PO and 30 days for subsequent POs.	We request customer to please increase the delivery timelines from 30 days to 45 days for subsequent POs.	Please refer to clause 3.2.2.