

Clarifications to Prebid queries from bidders - Prebid Meeting held on 19.10.2020 - RFP Ref. No. RFP No. BOI/HO/IT/MPLS/RFP- 01/2020 Dated: 13.10.2020

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
1	47	10	SLA	Penalty for SLA clause maximum cap	Maximum cap of 100% of MRC for affected site for all SLA service credits combined.	Please Refer Corrigendum 01 dated 26 Oct 2020
2	54	21.2	Termination for convenience	30 days notice period	Request to reconsider to 60-90 days notice period	Please Refer Corrigendum 01 dated 26 Oct 2020
3	66	Eligibility Criteria	The Bidder must have minimum annual turnover of Rs. 100 Crores (50 crore in case of MSME) (from Indian operations only) for each of the last three (3) financial years 2016-17, 2017-18 and 2018-19.	The Bidder (including MSME) should report positive Operating Profit and positive net worth during these three financial years as mentioned above	Pls provide clarification regarding turnover, operating profit and net worth if there is some specific definition that needs to be considered for the purpose of this certificate.	As per RFP, No Change. Definition shall be as per Industry standard
4	54	Termination	Termination for the convenience of bank:	The bank may, at any point during the currency of this contract may terminate the contract in part or in whole, by giving 30 days advance notice to the bidders without signing whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Request to exclude this clause from the RFP	Please Refer Corrigendum 01 dated 26 Oct 2020
5	54	Termination	Termination for Downward rates	The bank may exit from contract (site-wise), if the rates are observed lower from the existing rates by giving 30 days' notice. Bank may call fresh quotes from the vendors and may award the contract to new selected vendor.	Request to exclude this clause from the RFP	As per RFP, No Change
6	46	9.5	Liquidated Damages	All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on all the above LDs shall be 10% of the total rental charges for the whole contractual period of 5 years of ordered sites.	Request the bank to change the clause to 10% of the ACV	As per RFP, No Change
7	47	10.2	Branches/offices wired/wireless links:	Total contracted hours in a month MTTR should be as per clause 8 for branches/offices links. SLA Calculation: If the uptime is below 99.50%, the Bank shall deduct a penalty from the Bandwidth Charges, which will be @ 1% of cost of monthly rental per location/site for every 0.1% or part thereof of reduction in the uptime.	Request the bank to change penalty to 0.5% of the monthly rental charge of the particular link	As per RFP, No Change
8	48	11.4	Payment Terms	The bandwidth charges are payable on quarterly basis in arrear per site basis from the date of acceptance for every site ordered, installed and accepted by the Bank. The charges towards all items are payable within 45 days from the date of receipt of invoice along with the submission of supporting documents.	Payment terms to change to quarterly in advance with 30 day credit period	As per RFP, No Change
9	60	35.8	Price Schedule	The rates quoted by the bidders shall be uniform across the country for all locations.	Please clarify: In case site 1 is feasible on onnet wired media and site 2 is feasible on third party last mile - can the bidder quote different rates for site 1 and site 2?	Please Refer Corrigendum 01 dated 26 Oct 2020
10	60	35.8	Price Schedule	The rates quoted by the bidders shall be uniform across the country for all locations.	Please clarify: In case site 1 is of bandwidth 2 Mbps, whereas site 2 is of bandwidth 4/6/8/10 Mbps - can the bidder quote different rates for both sites?	Please Refer Corrigendum 01 dated 26 Oct 2020
11	60	35.8	Price Schedule	The rates quoted by the bidders shall be uniform across the country for all locations.	Please clarify: regardless of difference in bandwidth/last mile ownership/last-mile-media, do the rates have to be the same?	Please Refer Corrigendum 01 dated 26 Oct 2020
12	62	40.3	Selection of L1 bidder	There will be no reverse auction under this RFP and for each location, three L1 bidders will be finalized through closed Price Bid / quote for all the three mentioned technology i.e. Wired Media, Wireless-RF media and 3G/4G/Alternate Media separately.	Please clarify: For each of the 4665 locations, the bank will be choosing 3 L1 bidders - 1 each for Wired, RF and 3G/4G/5G media. If the above understanding is correct, will the bank place an order with all three L1 vendors for a particular location or will the bank choose 1 bidder out of the 3 based on last mile medium preference? What is the bank's last mile media preference?	As mentioned in Page 2 of RFP Ref BOI/HO/IT/MPLS/RFP- 01/2020 Dated: 13.10.2020, Bank will primarily go for Wireless-RF link for all locations except for locations in Delhi/Mumbai Metropolitan area where Wired Media will be preferred. Bank may place order for Wired or Wireless-RF or 3G/4G connectivity solution as per the business requirement.
13	62	40.6	Selection of L1 bidder	If a bidder has solution for Wired technology only or 3G/4G/5G technology only, then bidder may submit the price for that specific technology only. A bidder submitting bid for RF technology must submit quote for all locations for all three Wired - table A1 of Format G(a), Wireless-RF - table A2 of Format G(a) and Wireless-Alternate (3G/4G/5G/Other) connectivity - table A3 of Format G(a) as per the bank requirement. Bank will select the bidder through location wise L1 quote through Price bid only.	Please clarify: If a particular location is feasible on RF, but not on wired, how does a bidder quote for the location?	Bidder need to submit cost for commissioning of wired links which may include setting up of the required infra for delivery of the link in line with RFP terms.
14	NA	General	General	General	L1 bidder will be on the basis of Total cost of ownership or NPV?	As per RFP, No Change. Bank will select the bidder through location wise L1 quote through Price bid. Please be guided by Clause no. 40- 'Selection of L1 Bidder' and other relevant clauses of RFP.
15	51	16	Indemnity		Bidder cannot provide any indemnities other than an indemnity for third party claims (for direct damages) pursuant to damage to tangible property and personal injury or death resulting from gross negligence or willful misconduct. Bidder cannot be made liable for any indirect damages under the RFP. Bidder's total liability under the RFP needs to be capped at twelve (12) month of charges collected by Bidder immediately preceding the day giving rise to such liability.	As per RFP, No Change
16	54	22	Patent Rights/Intellectual Property Rights		Bidder's total liability under this clause needs to be capped at twelve (12) month of charges collected by Bidder immediately preceding the day giving rise to such liability.	As per RFP, No Change
17	55	24	Signing of Agreement or contract		Any further standard clauses added in the agreement to be signed over and above these RFP terms will be mutually agreed by the Parties.	As per RFP, No Change

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18	61	38 b	Arrangements for Business continuity to the bank	b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.	In case of failure of bidder to perform services adequately, the bank may terminate the contract for cause. The bidder will not be liable for any third party expenses in case the bank procures the services from an alternate provider CDA to add a point on this clause for clarification	As per RFP, No Change
19	21	5.5	Broad scope of work	Bidder should provide Backhaul links at Bank's DC and DR sites on wired FIBER media (with Electrical Ethernet media for handshake at Bank's CE router) with routers, modems, cables up to Bank's CPE etc. at DC and DR locations with no extra cost to the Bank.	Request to consider DC/DR delivery timelines after finalizing CPE model timelines from supplier as per RFP CPE to be provided by bidder. Higher CPE model delivery timelines are between 16-20 weeks form PO release to supplier / Cisco	Please Refer Corrigendum 01 dated 26 Oct 2020
20	44	8.3	New Link commissioning a	Commissioning of all the Backhaul links at DC/DR for Domestic and RRB: The delivery time will be six weeks from the date of award of order to the successful bidder for Primary backhaul and Secondary backhaul links at DC and DR. The project timelines for consolidated purchase order is mentioned below	Request to consider DC/DR delivery timelines after finalizing CPE model timelines from supplier as per RFP CPE to be provided by bidder. Higher CPE model delivery timelines are between 16-20 weeks form PO release to supplier / Cisco	Please Refer Corrigendum 01 dated 26 Oct 2020
21	45	8.3	New Link commissioning a	No of Links/Delivery commissioning timelines Auto cancellation of PO (after) Links up to 300 - Delivery timelines 6 weeks - Auto cancellation after 8 Weeks Links more than 300 and up to 500 Delivery timelines 8 weeks - Auto cancellation after 10 Weeks Links more than 500 and up to 750 Delivery timelines 10 weeks - Auto cancellation after 12 Weeks Links more than 750 and up to 1000 Delivery timelines 12 weeks - Auto cancellation after 14 Weeks Links more than 1000 and up to 1500 Delivery timelines 14 weeks - Auto cancellation after 16 Weeks Links more than 1500 Delivery timelines 16 weeks - Auto cancellation after 18 Weeks	Recommend to add 4 weeks extra in addition to BANK ask in RFP delivery timelines on each given options Eg Links up to 300 - 10 weeks, like wise for 500-750 links delivery timelines 14 Weeks) Delivery timelines clock shall start from Site readiness (Site permission for installation, UPS POWER , Earthing) date & Feasibility type accepted by Bank. Any revision in site readiness date the new site ready shall be considered as delivery timelines start date.	Please Refer Corrigendum 01 dated 26 Oct 2020
22	24	5.29	Broad scope of work	5.29 Bidder should provide the complete site readiness requirement (like power conditioning etc.) to bank designated team and local branch officials in writing.	Basic Hygiene Factor such as UPS Power, earthing with E/N Voltage Less than 2 V, dust free environment, and Air Conditioner to be provided by bank. Any failure of hardware due to basic pre-requisite not available & anything related to customer site, will be replaced on charged basis.	As per RFP, No Change
23	22	5.12	Broad scope of work	The bank will arrange for necessary power and earthing at the branch and the vendor can extend the same by laying the necessary cables. If earthing is not proper bidder may also arrange for another earth pit dedicated for MPLS Link with no cost to the bank and prior permission from Branch Manager and landlord.	Earthing is under Bank scope hence its recommended BANK to keep earthing ready as part of Site readiness check list.	As per RFP, No Change
24	44	8.2.1	Shifting of branches or offices link:	After receiving the intimation from bank in letter or by way of e-mail, bidder has to shift the requested link from old location to new location within four weeks from the date of such intimation.	Link shifting is as good as new link delivery and is subject to feasibility, site permission and site readiness. Hence timelines are based on feasibility and site permission	As per RFP, No Change
25	33	5.73	Acceptance by the Bank	The MPLS Link shall be accepted from the date of installation and commissioning as mentioned on Installation Certificate. Bidder should submit the Installation Certificate report as per Format-I while claiming payment. Also during pilot test, bidder has to demonstrate the feature, quality, bandwidth utilization (upload/download) of each MPLS Link and encryption enabled and capabilities of all equipment supplied and installed by the selected bidder on MPLS Links	Before PO release BANK to finalize UAT (User Acceptance test criteria) for link handover, Testing and acceptance. Once Link commissioned / acceptance will be individual site wise. In case bank fails to complete the necessary test within 3 days of completing the particular deliverable, the same shall be deemed to have been accepted and commissioning will be done.	As per RFP, No Change
26	26	5.34	Facility Management services	Overall proactive Monitoring through NMS tool and management of the MPLS Links and related services on all sites under this RFP. The NMS tool shall be available from the starting of project.	Need confirmation on CPE access to Bidder NMS tool	As per RFP, No change. Please be guided by Clause no 5.46 and other relevant clauses of RFP. Bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement In case, SNMP could not be made available due to unavoidable challenges, some other protocols e.g. ICMP may be used to monitor the link
27	28	5.38		Bank's NMS/Ticketing system: Bidder should also ensure to integrate the links with bank existing or upcoming ticketing or NMS system. At present bank is using HP Service Manager Version 9.34 as a tool for call logging and HP NNMi version 10 for network monitoring.	API Service Now Integration confirmation- plus / CA tool access vai portal to be allowed.	As per RFP, No Change NMS Integration details will be shared with the successful bidders
28	48	10.4	Service Level Agreement (SLA) Terms and conditions:	Bidder has to submit RCA report for every major incidence within 14 days of the reported incidence.	RFO shared for every major Incident. Duel Link Site Isolation will go PCA - Problem Case. Need clarity on ask	As per RFP, No Change
29	20	5.3	Broad scope of work	Separate set of backhaul links are to be provided for Domestic branches and RRB branches at DC and DR.	Do bank need separate physical links along with separate routers required at DC&DR for domestic branches and RRB branches ? Will it be fine if logical separation is done on same physical link and router ?	Links and devices (such as Router/Modem etc) delivered at DC and DR locations for RRB segment needs to be logically and physically separated from Links and devices (such as Router/Modem etc) delivered at DC and DR for Domestic segment
30	21	5.4	Broad scope of work	Bidders should provide adequate capacity routers at bank DC and DR locations for terminating the backhaul links of RRB and Domestic branches. The Configuration, management, monitoring and maintenance of these routers shall be done by the bidders only	Where from Bank initiate IPsec in DC and DR ? Will it be from Bank Firewall at DC and DR to domestic branch and RRB branches ?	IPSEC will be initiated by Bank's branch/office/location CPE and IPSEC tunnel shall terminate on Bank's devices installed in DC/DR location.
31	28	5.38	Broad scope of work	Bank may ask the bidder to use bank's NMS and ticketing tool for SLA calculation during the contract period.	SLA calculations will be discussed and mutually agreed between bidder and bank	As per RFP, No Change

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32	29	5.46	Broad scope of work	However bidder shall provide solution for providing proactive monitoring of links without using SNMP trap from branch/offices route	Please clarify the mechanism to monitor the links with out SNMP. SNMP is required to monitor the links	As per RFP, No change. Please be guided by Clause no 5.46 and other relevant clauses of RFP. Bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement In case, SNMP could not be made available due to unavoidable challenges, some other protocols e.g. ICMP may be used to monitor the link
33	38	6.1	Network Management System	Bidder has also to follow the Bank ticketing tool	Please elaborate how bidder can use banks ticketing tool. Is it for onsite resources who has to use it ? Bidder also will his ticketing tool.	As per RFP, No change. Please be guided by Clause no 6.1 "Network Management System" and other relevant clauses of RFP.
34	47	10.2	Branches/offices wired/wireless links:	If the uptime is below 99.50%, the Bank shall deduct a penalty from the Bandwidth Charges	We would request you to consider 98% uptime for select domestic and RRB branch offices which may fall under tier 4 locations.	As per RFP, No Change
35	108	9	Facilitation of Investigation	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination	Bidder proposes deletion of this clause as we are a listed entity, who's accounts are otherwise subject to strict Audit norms. Therefore, any such Audit by the Bank has to be restricted to publicly available Financial statements of the bidder.	As per RFP, No Change
36	47	10&46		10. Service Level Agreement (SLA) Terms and conditions	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 Bidder through the process defined by Bidder 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,	As per RFP, No Change
37	51	16&51		16. Indemnity	Requesting bank to modify the clause in order to restrict the indemnity to the scope of services. We will not have any Banks Customer information under scope of services. Broad Indemnity related to reps and warranties to be avoided. We are open to discuss specific within representation and warranties to be included in Indemnity clause Indemnity for customer data is also not acceptable since Bidder would not have any of the Banks customer data while providing services under this RFP. IPR indemnity to be restricted to any breach which is knowingly committed by Bidder. Bodily injury (including death) and damage to real property and tangible personal or property or any fraud caused by Bidder or its employees are result of negligence or otherwise shall be restricted to Bank Premises only. All indirect , consequential damages and losses to be excluded from Indemnity and liability of the Bidder. Overall indemnity clause to be negotiated since broad indemnities are not feasible for Bidder to be provided. Bidder can provide indemnity for the following provisions: 1. For death or personal injury. 2. Knowingly breaches any third party IPR by bidder. 3. Any damage to tangible property caused by the negligent act or omission of the Bidder for the reasons solely and directly attributable to Bidder; 4. Any material breach of any applicable law by the Bidder. Bidder also seeks indemnity from Customer for below circumstance. 1. Breach or illenal use of services by Customer or any of its employees	As per RFP, No Change

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38	52	18		18. Arbitration- Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.	Requesting bank to remove this clause. If payment is the subject matter of Arbitration and then particular link also needs to be suspended during the proceeding period.	As per RFP, No Change
39	53	20		20. Cancellation of the Contract & Compensation	Requesting Bank to clarify what kind of expenditure Bank reserves right to recover from Bidder in case of cancellation of the contract ? Requesting bank to remove the below provision from Clause: 20.4 The progress made by the selected bidder is found to be unsatisfactory. 20.6 If uptime is less than 98% for more than 1% of total sites during one month, during the contract period for links other than 3G/4G/5G. Reason - Services are rendered as per agreed SLA. In case if we fail to meet agreed SLA for consecutive SLA measurement period for 3 months for the reasons solely and directly attributable to Bidder , then Bank may terminate the particular link which is not meeting SLA. However recovery charges are not acceptable. such charges are given to bank in the form of credit note. .	As per RFP, No Change
40	54	21		21. Termination Clause- 21.2 Termination for the convenience of bank Termination for non-performance and not meeting SLA	Requesting Bank to remove such clause owing to huge capex investment by Bidder. Any termination for convenience shall affect Bidder by causing loss of capex investment. Requesting bank to modify the non performance clauses to include below and add change cure period to 90 days "In case if we fail to meet agreed SLA for consecutive SLA measurement period for 3 months for the reasons solely and directly attributable to Bidder , then Bank may terminate the particular link which is not meeting SLA"	Please Refer Corrigendum 01 dated 26 Oct 2020
41	54	23		23. Right to Audit	Requesting bank to issue to clarification as to the scope of Audit. If Bank reserve the right to Audit the whole setup of Bidder at bank premises or Bidder premises? Also what is meant by whole setup, does it include book of accounts? Audit of book of accounts., premises, systems , ect of Bidder is not acceptable owing to confidentiality obligations with other customers.	Please Refer Corrigendum 01 dated 26 Oct 2020
42	55	25		25. Confidentiality	Requesting bank to modify the clause as below since Bidder do not have any access to Banks customer information /Card information of any Banks Customer Also requesting bank to make the clause mutual in nature in order to protect of Bidders confidential information.	As per RFP, No Change
43	56	26		26. Prohibition against Assignment, Outsourcing or Sub contract	Though core telecom services cannot be sub contracted of assigned or outsourced Bidder may be sub contract ancillary services such as installation /commissioning of links, etc.	As per RFP, No Change
44	59	34		34. Non-Disclosure Agreement	Requesting bank to make the clause mutual in nature in order to protect of Bidders confidential information.	As per RFP, No Change
45	61	37		37. Inspection	Requesting bank to issue a clarification as to what shall be scope of such inspection. Requesting to remove "Bidders centralized NOC" from the said clause owing internal security mechanism.	As per RFP, No Change
46	67		Format – A: Eligibility Criteria	Format – A: Eligibility Criteria Bidder must have been in existence in business for a period of last 5 years (as on RFP date) in India Certificate of Incorporation and other The Bidder (including MSME) should report positive Operating Profit and positive net worth during these three financial years as mentioned above. (Certified / Audited Balance Sheets and P&L statements for last 3 years 2016-17, 2017-18 and 2018-19)	Requesting Bank to consider the experience in such projects , instead of 5 years in existence in business or keep the existence criteria to 3 years. This may restrict new TSPs to bid for the RFP.	As per RFP, No Change
47	67		Format – A: Eligibility Criteria	The Bidder must have minimum annual turnover of Rs. 100 Crores (50 crore in case of MSME) (from Indian operations only) for each of the last three (3) financial years 2016-17, 2017-18 and 2018-19	Requesting Bank to modify the clause: The Bidder must have minimum average annual turnover of Rs. 100 Crores (50 crore in case of MSME) (from Indian operations only) for each of the last three (3) financial years 2016-17, 2017-18 and 2018-19 2019-20	Please Refer Corrigendum 01 dated 26 Oct 2020
48	103		Format-J: PRE-CONTRACT INTEGRITY PACT	Format-J: PRE-CONTRACT INTEGRITY PACT	Requesting bank for the changes in the pre contract integrity pact as per attachment shared	As per RFP, No Change
49	NA	Additional		Additional	The Provision of services by the bidder and use of the same by the Bank will be as per T&C of the unified license , in compliance with applicable laws. 2. Bank shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	As per RFP, No Change
50	20		4.6	Bidders has to allot dedicated toll free number at their NOC for Bank's branches/locations which should be accessible through mobile or landline. Bank locations will call the designated toll free number for fault booking or status updating. The bidder's NOC should have preferably separate team for BOI project.	Bidder wants to inform BOI, the NOC service by Bidder will be remote shared service model on 24x7x365 model. The Toll free will be common for all the customer who are subscribed for the NOC services. Bidder request BOI to modify the clause that ' The bidder NOC should have expert skill sets resources or team of engineers to manage the customer query and response time in the agreed SLA. or to delete the clause and accept the shared NOC service	As per RFP, No Change
51	20		5. Broad scope of work 5.3	Bidder should ensure backhaul links (two backhaul links at DC and two backhaul links at DR for Domestic Segment along with two backhaul links at DC and two backhaul links at DR for RRB Segment) to be delivered and commissioned before the commissioning of MPLS Link at branch location.	Bidder seek clarification from BOI, the two backhaul link at DC & DR for Domestic segment and for RRB segment, is it referred to the dual last mile and these dual last mile shall be with active - passive configuration with auto-failover, it means at a time, only one link will carry the traffic and in case either of the link or the router goes down, the secondary link shall be auto triggered to carry the traffic.	As per RFP, No Change
52	20		5. Broad scope of work 5.3	Necessary network devices such as Router/Mux/Rack along with necessary cabling/crossconnect and Battery Backup as per Industry Standard to be provided by Bidder without any additional cost.	Bidder request BOI to consider the total power supply including the electrical backup as in the generator or the battery backup under the BOI or under their DC service, and accordingly change the clause.	As per RFP, No Change

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53	21		5.4	Bidder should provide read only user for PE router to Bank or Bank assigned System Integrator or bidder's Onsite FMS resource for Backhaul Links provided at DC and DR locations.	Bidder request BOI to remove the read only permission as the Bidder Managed Service policy does not allow the 'read only' option. However BOI will be given with the cloud based Bidder NMS credentials where various reports related to the links & Router can be viewed and download for further references.	AS per RFP, no change. Please be guided by Point no 10 of "Format – A: Eligibility Criteria" and other relevant clauses of RFP Bidder should provide read only user for PE router to Bank or Bank assigned System Integrator, <u>or bidder's Onsite FMS resource</u> for Backhaul Links provided at DC and DR locations.																				
54	23		5.16	Bank is also planning to rollout Software Defined WAN (SDWAN) solution in all the branches/offices in near future. Bank shall use these MPLS Links as Primary, Secondary or in Active-Active configuration with other available link(s) in branches/offices as per business requirement. Bank shall not pay any additional cost to the Bidder for using these MPLS Links as Primary, Secondary or in Active-Active configuration with other available link(s) in branches/offices.	Bidder needs to inform BOI, the proposed dual last mile which is provisioned as active - passive, is consider and will be configured for the high availability. The same in the future cannot be fulfilled for the SDWAN requirement by doing the active - active configuration as this will not suffice the need of the dual last mile. Both existing and new SDWAN MPLS architecture will need their respective dual last mile and Bidder recommends to consider new backhaul links for the SDWAN just like how it is consider now for RRB MPLS Architecture.	As per RFP, No Change																				
55	29		5.42	c. The bidder should ensure all IPsec (Advanced Encryption Standard) enabled traffic should flow in required MPLS network without any hiccups i.e. branch to DC or DR site and vice versa.	Bidder seek clarification from BOI, the IPsec enabled traffic will be established from Bidder provisioned bundle Router or BOI CPE Routers?	IPSEC will be initiated by Bank's branch/office/location CPE and IPSEC tunnel shall terminate on Bank's devices installed in DC/DR location.																				
56	29		5.42	d. The bidder should be able to change the routing protocol in their MPLS network cloud without any hiccups i.e. branch to DC or DR site and vice versa.	Bidder wants to know what is the expected routing protocol required in the MPLS network and it is always site CPE to SP PE and not branch to DC or DR. Bidder request to modify the clause.	Preferred routing protocol for ordered link under this RFP would be BGP. However, Bank may ask bidder to use other network protocol e.g. OSPF/Static as per business requirement																				
57	29		5.44	The Bidder should have predefined traffic transport QoS (Quality of Service) parameters, which provide throughput, latency, packet loss, jitter commitments and application prioritization.	Bidder request BOI to know how many COS will be required in the QOS? Also does it include voice & video along with the critical data?	Shall be informed to successful bidder. Branches/Offices are using IP Phone for communication and few branches/offices are using video conferencing solution.																				
58	29		5.45	Bidder should ensure the round trip delay should not be more than 70 milliseconds (ms) on wired link and 120 milli seconds (ms) during on wireless link.	Bidder seek clarification from BOI, the required latency is from which location to which location, Bidder recommends to claBidder the location as Tier 1,2,3 and define the latency accordingly.	Please Refer Corrigendum 01 dated 26 Oct 2020																				
59	29		5.46	The bidder has to monitor the required MPLS network and bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement. However bidder shall provide solution for providing proactive monitoring of links without using SNMP trap from branch/offices router.	Bidder seek clarification from BOI, the required service is with bundle CPE Routers, than why it is specified that the Bank will provide the restricted SNMP access. It is assumed the SP Router will connect with the BOI Router managed by other SI. Bidder needs more information on the Router scope and ownership.	Bidder need to provide CPE at DC/DR locations only. At branches, Bank shall provide CPE																				
60	40		7. DC and DR Backhaul Links:	The delivery time will be six weeks from the date of award of contract to the successful bidder for Primary backhaul and Secondary backhaul links at DC and DR.	Bidder request BOI to consider the delivery time of 8 weeks from the date of award.	Please Refer Corrigendum 01 dated 26 Oct 2020																				
61	45			The project timelines for consolidated purchase order is mentioned below.	Bidder request BOI to consider the delivery time of 8 weeks for links upto 300 and changes below table by 2 weeks and also to consider it as per the City categorization.	Please Refer Corrigendum 01 dated 26 Oct 2020																				
62	47		10.1 DC and DR Backhaul links:	The monthly UP Time of Backhaul links (primary & secondary) combined uptime should be 99.90% at each location. The uptime requirement shall be separate for DC and DR locations.	Bidder request BOI to kindly change the SLA uptime cyle from monthly to Quarterly which is standard.	As per RFP, No Change																				
63	47		10.2 Branches/offices wired/wireless links:	The monthly uptime for branches /offices links should be 99.50% per site.	Bidder request BOI to consider the SLA uptime as per city and its clasification of Tier1/2/3/4 or as City specified in Maintenance support.	As per RFP, No Change																				
64	70		Format – B: Technical Specifications	7 Jitter of the connectivity should not be more than 10ms.	Bidder request BOI to change the jitter to actual as per the City clasification	As per RFP, No Change																				
65	68		Format – A: Eligibility Criteria	Bidder (including MSME) should have valid certifications(ISO 9001:2008 or ISO 27001/BS7799 or TL 9000)	Kindly make all the certificates as mandatory for Genuine/serious bidders to participate. Hence modify the clause as: Bidder (including MSME) should have valid certifications(ISO 9001:2008, ISO 27001/BS7799 and TL 9000)	As per RFP, No Change																				
66	68		Format – A: Eligibility Criteria	Bidder (including MSME) must have satisfactorily conducted bank accounts for last one year. Bidder shall furnish the undertaking, details of his bank accounts and certificates from his banks regarding satisfactory conduct of bank accounts, along with the qualifying bid	Kindly note that furnishing undertaking from Bank regarding satisfactory conduct of our account would be difficult. We had request our banker for earlier RFPs and have found it extremely difficult citing banking policies of our banker. Hence request you to accept bidder declaration signed by company secretary or CFO.	As per RFP, No Change																				
67	48		Clause 10.3 (Page-48)	<p>SLA Calculation for the branches commissioned on alternate solution (3G/4G/5G/ Other technology):</p> <p>10.3 (2). Bank shall make payment for the duration for which services are availed by the bank and the link is observed as working at the respective branches, i.e. if uptime is 80%, then bank shall pay 80% of the monthly charges only.</p> <p>10.3 (3). If the link is observed as down for more than 15 days in a month (uptime is less than 50%) then Bank shall deduct the entire month bandwidth rental charges for such links for that month.</p>	<p>The Bank is evaluating from among 3 media choices for Branch connectivity to support Finacle v10 application, i.e. Wired MPLS, RF MPLS and 4G MPLS.</p> <p>While the SLA/Penalty of wired MPLS and RF MPLS is tough starting from 99.5%; the relative SLA/penalty for alternate 3G/4G connectivity solution is very lenient. Similarly for Bandwidth, while the MPLS (wired/RF) is for specific bandwidths like 2Mbps,4Mbps etc; for Bandwidth on 3G/4G connectivity is on best effort basis. This indicates that the Bank assumes that 4G MPLS will be low uptime and low Bandwidth QoS service, and assumed to be lower price too, thus lower preference as mentioned in the RFP.</p> <p>However, it is possible to give SLA based 4G MPLS based services with dual SIM services. Request the Bank to consider this and hence it is suggested to add a criteria table, just like for RF MPLS, as follows:</p> <p>Hence, it is suggested to add a criteria table, just like for RF MPLS, as follows:</p> <table border="1"> <thead> <tr> <th>Bandwidth & Service Category</th> <th>SLA Uptime</th> <th>Bandwidth</th> <th>Rate Multiplication Factor</th> </tr> </thead> <tbody> <tr> <td>Single 4G SIM (as per RFP)</td> <td>As per RFP (Best Effort but > 50%, pro-rate)</td> <td>Best Effort</td> <td>Y (discovered price)</td> </tr> <tr> <td>Multi 4G SIM</td> <td>99.5 %</td> <td>2 Mbps</td> <td>2.5 Y</td> </tr> <tr> <td>Multi 4G SIM</td> <td>99.5%</td> <td>4 Mbps</td> <td>3.5 Y</td> </tr> <tr> <td>Multi 4G SIM</td> <td>99.5%</td> <td>6 Mbps</td> <td>4.5 Y</td> </tr> </tbody> </table>	Bandwidth & Service Category	SLA Uptime	Bandwidth	Rate Multiplication Factor	Single 4G SIM (as per RFP)	As per RFP (Best Effort but > 50%, pro-rate)	Best Effort	Y (discovered price)	Multi 4G SIM	99.5 %	2 Mbps	2.5 Y	Multi 4G SIM	99.5%	4 Mbps	3.5 Y	Multi 4G SIM	99.5%	6 Mbps	4.5 Y	Please Refer Corrigendum 01 dated 26 Oct 2020
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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
68	16		Clause 3.6 (Page 16)	The order shall be placed on one single selected bidder's entity who has participated in the tender process. Order for equipment and bandwidth shall be placed in the name of one single entity of selected bidders as it is a turnkey project for required equipment and bandwidth. The bidder who submits the quote should have fulfilled the eligibility criteria as per RFP	"In many cases, Hardware and Services are supplied and managed by two different companies where one is 100% subsidiary of the other, for operational convenience. Hence, in case the bidder has the above arrangement, separate Contract Agreements and Purchase Orders will be issued. However, the lead bidder will be solely responsible for overall project. Two separate Contract Agreements and Purchase Orders for Hardware and Services shall be placed on parent and 100% subsidiary company respectively"	As per RFP, No Change Bidder to place order internally with other subsidiary/OEM as required
69	54		Clause 21.2 (Page- 54)	Termination for the convenience of bank: The bank may, at any point during the currency of this contract may terminate the contract in part or in whole, by giving 30 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Remark: As rental project Bidder will be recovering the amount invested in the equipment over the complete rental period. Terminating the contract before the completion of rental period will be the huge financial loss to the bidder. We request there should be no Termination for convenience. If the Bank insists on for the convenience clause - The bank may, at any point during the currency of this contract after a lock-in period of 3 years in part or in whole, may terminate at site level (maximum 2% of total sites) by giving 30 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. Either party may terminate the purchase order/agreement upon written notice following a default or breach by other party of any material obligation and the failure of such party to cure such default or breach within 90 days after receiving written notice thereof.	As per RFP, No Change
70	NA		Annexure-1 & Annexure-2	List of Sites	We request bank to please inform the Latitude & Longitude coordinates of the sites under the scope of this RFP in order to enable us check the correct feasibility & submit it with our proposal.	No such data is presently available with Bank. Bidder need to visit the branch/office for link feasibility/commissioning
71	74		Point 59(vi) (Page 74)	Only Bank's authorized and approved APN should be configured.	We are having our own Private APN and will be providing the services through that, please confirm.	As per RFP, No Change
72	54		Clause 21.4 (Page- 54)	Termination for Downward rates: The bank may exit from contract (site-wise), if the rates are observed lower from the existing rates by giving 30 days' notice. Bank may call fresh quotes from the vendors and may award the contract to new selected vendor.	Remark: We request to remove the clause of Termination for Downward rates.	As per RFP, No Change
73	17		Clause 3.16 (Page-17)	The effective date of start of the contract with the selected bidder shall be date of acceptance of first site under this project by the Bank. The Hardware and Bandwidth rental charges will also be calculated and payable from date of acceptance of first site under this project.	Remark: As mentioned in the clause that effective date of start of contract will be acceptance of first site due to this clause all sites will not complete the rental period of 60 months. We request the Bank to extend Contract validity for 72 months so that maximum sites can complete their contract term or requisition period for the sites is limited to period of 6 months from the date of I&C of 1st site.	As per RFP, No Change
74	22		Clause 5.11 (Page-22)	Installation and commissioning of MPLS equipment's at any sites will be specified by the bank. Bank will ensure readiness of the sites in time.	If the delivered material is not installed due to Site Not Ready issue, thereafter the equipment will be deemed installed and the rental will start from the 1st day of 5th week.	As per RFP, No Change
75	23		Clause 5.22 (a) (Page 23)	If the link is not commissioned within the timelines as specified in clause 8.3 by any of means, the purchase order for the link shall be automatically get cancelled	No penalties or termination should be imposed on seller If the link is not installed for reasons solely attributed to Bank Further request buyer to provide Extension of time under such scenarios as penalties are already in place for such lapses	As per RFP, No Change
76	51		Additional Clause	Limitation of Liability	In no event shall Bidder be liable for any damages arising out of or in connection with this Agreement or the services, in excess of the amounts paid by BOI during a period of 12 months preceding the date of BOI's written notice by which BOI informs Bidder of having suffered any such damage hereunder. BOI shall give written notice within fifteen (15) days of suffering the damage. No liability of either party for indirect, special, punitive or consequential losses	As per RFP, No Change
77	18		Clause 2 & 3 (Page 3 & 4)	The MSME bidders are exempted from depositing the bid amount of Rs. 50,000/- subject to the submission of valid and authorised copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSME registration certificate submitted must be valid as on bid submission date. The MSME bidders alone are exempted from submitting the Earnest Money Deposit of Rs. 25,00,000/- (Twenty Five Lacs only) subject to the submission of valid and authorised copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSME registration certificate submitted must be valid as on bid submission date	Bidder has been recently registered as MSME , Kindly confirm, if bidder is exempted from submitting Bid amount and EMD.	Bidder, If claiming exemption from Bid Cost and EMD, need to submit certifications as mentioned in RFP which will be verified during bid evaluation process as per extent guidelines of bank. In case the certification is found as false/not relevant, bidder may be disqualified from participation in this RFP
78	54		Clause 23 (Page-54)	Right to Audit: Bank has full right to review and audit bidder's network and whole setup by bank officials or engaging third party consultant for auditing the bank requirement under the scope of this RFP. Bidder has to submit a certificate issued from the government authorized or any government regulatory body for the allotted bandwidth in the bidder network for every quarter. This will enable us to get the transparency for ordered bandwidth. Non-compliance of same will result in invoking the bank guarantee and further action as per the contract breach. However it is at the bank discretion for relaxing the requirement during the validity of the project.	Remark: No Sensitive or confidential data will be share with buyer unless there is an allegation of any process violation or any evidence of breach. Bidder shall only provide documents as requested strictly in relation to the scope of work under this project, and as strictly required by law. Further, such Government Certificate are not applicable in case of connectivity over3G/4G etc., please confirm.	Please Refer Corrigendum 01 dated 26 Oct 2020
79	17		Clause 3.15 (Page-17)	Within six weeks from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement", referred as "Contract" in this RFP, with the Bank at the time, place and in the format prescribed by the Bank.	Bank should start issuing POs only after signing the Contract which is 6 weeks after L1 declaration. Alternatively, Bank should agree that no payments will be held up for want of signing of the agreement.	As per RFP, No Change

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
80	17		Clause 3.16 (Page-17)	The bidder shall submit the acceptance of the order within three days from the date of receipt of order. The bank reserves the right to consider the late acceptance of the order, if any, at its discretion. Failure to accept the order within three days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of the Bank	Remark: Three days are insufficient to evaluate and respond back on acceptance, request you at least allow 7 working days and amend the clause as suggested below: The bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The bank reserves the right to consider the late acceptance of the order, if any, at its discretion. Failure to accept the order within three days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of the Bank	As per RFP, No Change
81	22		Clause 5.13 (Page-22)	The vendor needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder's responsibilities and bank will not be responsible for any damage to the bidder equipment due to natural calamities etc. The bidder also has to arrange the necessary insurance for the equipment's installed at branch premises with no cost to the bank. Bidder shall submit the Installation Certificate (IC) report as per Format-I duly counter signed by the branch/office bank official after the installation of the MPLS Link at each site. Bidder shall keep record of these IC reports and shall submit these reports while claiming the MPLS Link payment, failing which bank may not release the payment.	Remark: The IC as per Annexure-I cannot be based on individual applications and at each site. It should be based on establishment of connectivity of the branch with DC/DR. Our acceptance should not be held back in case of application not working from Bank/branch end. This may please be modified suitable and made connectivity related and not application related.	As per RFP, No Change Please refer Annexure-I "Installation Certificate" for the standard template used by the Bank
82	23		Clause 5.17 (b) (Page-23)	The pilot test will have to be conducted in 5 branches as advised by the Bank.	We understand that this pilot test is to be done only on first 5 sites. Request you to increase the travel time as suggested below:	As per RFP, No Change
83	41		Clause 8(a) (Page-41)	"Maintenance Support: The bidder shall provide service support at all ordered locations. The Bank has the right to place order for any of its existing branches / offices in India or any branch / Office which might be opened in future for RRB and Domestic branches. The MTTR support required from Bidder is mentioned below: Geog. Class. of branches Max Time to Respond Max Time to Resolve (incl. Travelling Time) Metro and Urban 30 mins. 4 hours Semi-Urban 60 mins. 8 hours Rural 60 mins. 12 hours AN, J&K, NE States 60 mins. 16 hours	1. Metro & Urban: 30 mins. 8 hours. 2. Semi – Urban: 60 mins. 12 hours 3. Rural – 60 mins. 18 hours 4. North eastern, J&K 60 mins. 24-48 hours 5. A&N 60 mins. 48-72 hours Else request you consider below point that: The resolve time should be excluded of travel time. Also request to you consider below points: "Uptime/Downtime calculation should exclude the above MTTR time as per the branch location. Also, MTTR hours should be Banking hours of 9 am to 6 pm and Monday to Saturday."	As per RFP, No Change
84	44		Clause 8.3 (Page-44)	The project timelines for consolidated purchase order is mentioned below: No of Links cancellation of PO (after) Links upto 300 Links more than 300 and upto 500 Links more than 500 and upto 750 Links more than 750 and upto 1000 Links more than 1000 and upto 1500 Links more than 1500 Delivery/ Commissioning timelines 6 weeks 8 weeks 10 weeks 12 weeks 14 weeks 16 weeks Auto 8 weeks 10 weeks 12 weeks 14 weeks 16 weeks 18 weeks	Request you to amend the clause as suggested below: No of Links Links upto 300 Links more than 300 and upto 500 Links more than 500 and upto 750 Links more than 750 and upto 1000 Links more than 1000 and upto 1500 Links more than 1500 Delivery/ Commissioning timelines 8 weeks 10 weeks 12 weeks 14 weeks 16 weeks 18 weeks Auto cancellation of PO (after) 12 weeks 14 weeks 16 weeks 18 weeks 20 weeks 22 weeks	Please Refer Corrigendum 01 dated 26 Oct 2020
85	44		Clause 8.2.1 (Page-44)	After receiving the intimation from bank in letter or by way of e-mail, bidder has to shift the requested link from old location to new location within four weeks from the date of such intimation. Bank may further place the order (beyond above mentioned figures) for link shifting as per the necessity and bidder has to shift the link as per the above mentioned timelines. Shifting charges shall be 1 month rental. If Link is to be shifted in same premises, no shifting charges shall be payable. NO shifting charges shall be payable for Backhaul Links (and TSP provided router, if applicable) at DC and DR even if the shifting is done to different premises.	The shifting charges within same premise and the shifting of DC and DR are to be decided mutually between bank and Bidder	As per RFP, No Change
86	60		Clause 5.34(bb) (Page-27)	The scope of FMS is not limited to above only. Bank shall assign any other work based on the related requirement to the FMS. The team Leader shall be the payroll employee of the bidder mandatorily.	Request you to allow bidder to deploy an off-roll team leader . Our HR policy does not allow employee to be hired for a short period against a contract. What will TL do post contract period, especially with low lockin ? Hence, request you to remove this term. .	As per RFP, No Change
87	60		Clause 36 (Page-60)	Contract Performance Guarantee The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee for 10% of the total order value, in favor of the Bank, from a scheduled Commercial Bank, other than Bank of India, towards due performance of the contract in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The above guarantee shall be submitted by the bidder within one week from the award of the contract.	Request you to allow two weeks of time for Performance Bank Guarantee submission.	As per RFP, No Change
88	48		Clause 11.4 (Page-48)	Terms of Payment 9.1.1. The bandwidth charges are payable on quarterly basis in arrear on per site basis from the date of installation & acceptance by the bank for every site ordered, installed and accepted by the Bank. The charges towards all items are payable within 45 days from the date of receipt of correct invoice.	Remark: Request you to consider the below suggestion on payment terms and amend the clause as requested below: 1. All the invoices should be paid within 30 days from invoice submission. 2. Change payment from quarterly arrear to quarterly advance or monthly arrear basis. The bandwidth charges are payable on quarterly advance or monthly arrear on per site basis from the date of installation & acceptance by the bank for every site ordered, installed and accepted by the Bank. The charges towards all items are payable within 30 days from the date of receipt of correct invoice.	As per RFP, No Change
89	49		Clause 11.7 (Page-49)	9.1.3. All invoices will be payable after deducting applicable penalty or LD amount if any	Request to the Bank that any penalty or dues towards byer shall be settled via Credit Note only in order to facilitate smooth account reconciliation.	As per RFP, No Change

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
90	49		Clause 11.5 (Page-49)	All the invoices under the project e.g. pertaining to bandwidth charges and shifting charges should be raised within the contractual period only. Bank may give maximum period of 3 months after the contract expiry for submission of pending invoices for the last quarter and no payment will be processed after 3 months from actual contract expiry date.	Remark: Request please allow minimum 6 months for submission of pending invoices after contract expiry. Request you to amend the clause as suggested below: All the invoices under the project e.g. pertaining to bandwidth charges and shifting charges should be raised within the contractual period only. Bank may give maximum period of 6 months after the contract expiry for submission of pending invoices for the last quarter and no payment will be processed after 6 months from actual contract expiry date.	As per RFP, No Change
91	46		Clause 9 (Page - 46)	Liquidated Damages (LD): 9.1 a. For Branches or offices links (Including new wired or wireless as RF or 3G/4G link commissioning): a sum Rs. 150/- (Rupees one hundred and fifty) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the contract value of ordered location/site. At the maximum cap bank may consider termination of contract. 9.1 b. For DC and DR Backhaul links: LD for delivery of backhaul link will be capped at Rs 500/- per day till the validity of 1st Purchase Order issued under this RFP process. 9.2 Liquidated Damages on non-upgradation - If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in upgradation of links in branches will be capped at 5% of the contract value of ordered location/site. 9.3 Liquidated Damages on non-shifting of link - If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in shifting of links in branches will be capped at 5% of the contract value of ordered location/site. 9.4 The bidder has to depute onsite engineers/Team Lead (as per clause 5.32) within 5 weeks from the date of initial PO. If engineer/ Team Lead or backup engineer/ Team Lead is not available on any day during contract period (after 5 weeks from the date of initial PO) then penalty of Rs. 500/- (Rupees Five Hundred Only) per engineer per day will be levied. 9.5 All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on all the above LDs shall be 10% of the total rental charges for the whole contractual period of 5 years of ordered sites.	Remark: Request please amend the LDs as suggested below: Liquidated Damages (LD): 9.1 a. For Branches or offices links (Including new wired or wireless as RF or 3G/4G link commissioning): a sum Rs. 50450/- (Rupees one hundred and fifty) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the contract value of that particular ordered location/site. At the maximum cap bank may consider termination of contract. 9.1 b. For DC and DR Backhaul links: LD for delivery of backhaul link will be capped at Rs 500/- per day till the validity of 1st Purchase Order issued under this RFP process. 9.2 Liquidated Damages on non-upgradation - If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.50 400/- (Rupees Fifty One Hundred only) per day per site. LD for delay in upgradation of links in branches will be capped at 5% of the contract value of affected ordered location/site. 9.3 Liquidated Damages on non-shifting of link - If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.50400/- (Rupees Fifty One Hundred only) per day per site. LD for delay in shifting of links in branches will be capped at 5% of the contract value of affected ordered location/site. 9.4 The bidder has to depute onsite engineers/Team Lead (as per clause 5.32) within 5 weeks from the date of initial PO. If engineer/ Team Lead or backup engineer/ Team Lead is not available for 48 hrs without notice on any day during contract period (after 5 weeks from the date of initial PO) then penalty of Rs. 100 600/- (Rupees One Five Hundred Only) per engineer per day will be levied. 5% capped 9.5 All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on all the above LDs shall be 5% 40% of the total rental charges for the whole contractual period of 5 years of ordered sites.	As per RFP, No Change
92	51		Clause 15 (Page 51)	Force Majeure:	Request you include pandemic word as well in force majeure clause. Payment for equipment and services already provided to the Purchaser shall not be exempt due to a Force Majeure Event.	As per RFP, No Change
93	53		Clause 20.1 (Page -53)	The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank by giving the 30 days' notice under any one of the following circumstances: i. The selected bidder commits a breach of any of the terms and conditions of the bid.	Remark: Request you to add the cure period in clause 20.1 as suggested below before cancellation of the contract. i. The selected bidder commits a breach of any of the terms and conditions of the bid. However bidder will have 30 days cure period.	As per RFP, No Change
94	53		Clause 20.7 (Page-53)	In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving three months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, when the contract is cancelled.	Remark: Request you to cap the Risk Purchase to the value of the default service/ equipment cost as on PO.	As per RFP, No Change
95	53		Clause 20.8 (Page-53)	Alternatively at the discretion of the bank, if the Contract is cancelled during the contract period, the bidder shall remove all equipment supplied and installed by them without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the Contract is cancelled at any time during the contract period due to unsatisfactory performance, the Bank shall invoke the performance guarantee provided by the bidder at the time of entering into the contract to the extent of pro-rata basis for the unexpired period of the contract, subject to a maximum of 10% of the total contracted value for all sites for the contracted period.	Request you to clarify that this clause does not falls under " Termination for Convenience "	As per RFP, No Change
96	54		Clause 20.9 (Page-54)	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.	Remark: Request you that any dues towards buyer shall be settled via Credit Notes only. No set off outside this contract is acceptable as all projects are different in terms of T&C and scope of work and amend the clause as mentioned below. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract only.	As per RFP, No Change
97	57		Clause 27 (Page-57)	It is the responsibility of the bidder to insure the equipment's installed at the sites against all risks and the charges are to be borne by the bidder. The insurance shall be against all risks basis including War Risks and Strikes, valid during contract period of 5 years. The Bank assumes no responsibility for any loss/damage to the equipment installed at the branches and no compensation shall be provided in case of any damage or loss to the equipment due to whatever is the reason.	Remark: The bidder cannot be held responsible for Earthing / Natural calamity failures. The bidder can only reimburse the cost of equipment covered by insurance which does not cover power and earthing issues. Also, abuse of equipment will not be covered and any damage caused to equipment due to the reasons attributed to buyer shall be reimbursed by buyer	As per RFP, No Change
98	108		Format-J: Clause No. 8.9 (Page - 108)	PRE-CONTRACT INTEGRITY PACT (on Stamp paper)	Remark: Request you to add the below suggested clause is Integrity pact: <u>The Monitors shall have all the rights to access all the documents as stated in the Integrity Pact; provided that Bidder shall have the right to retain and not disclose any information / documents as it deems confidential.</u>	As per RFP, No Change
99	19		Clause 4.3 (page 19)	Contract will end uniformly for all sites after five years from the date on which the first link is commissioned by the bidder and duly accepted by the bank. All sites including new sites ordered under this contract will end uniformly on same day.	Bank shall place all new orders/sites within 12 months of placing first PO and such sites shall complete 5 years from the date of acceptance of the site.	As per RFP, No Change

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
100	55		24, p-55 Bank has full right to add further standard clauses or details required under this RFP in the contract or agreement for protecting Bank's interest.	Any such new clause insertion shall be on mutual agreement basis only.	As per RFP, No Change
101	57		26.3, p-57 At all times, the BANK and/or the RBI shall have the right to inspect the premises, Books and records of the BANK/Sub-Contractors directly or through its representatives.	No Sensitive or confidential data will be share with buyer unless there is an allegation of any process violation or any evidence of breach. Bidder shall only provide documents as requested strictly in relation to the scope of work under this project, and as strictly required by law	As per RFP, No Change
102	53		Clause 20 (Page 53)	20. Cancellation of the Contract & Compensation: The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank by giving the 30 days' notice under any one of the following circumstances: 20.1- The selected bidder commits a breach of any of the terms and conditions of the bid. 20.4- The progress made by the selected bidder is found to be unsatisfactory. 20.7- In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving three months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, when the contract is cancelled. 20.8- Alternatively at the discretion of the bank, if the Contract is cancelled during the contract period, the bidder shall remove all equipment supplied and installed by them without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the Contract is cancelled at any time during the contract period due to unsatisfactory performance , the Bank shall invoke the performance guarantee provided by the bidder at the time of entering into the contract to the extent of pro-rata basis for the unexpired period of the contract, subject to a maximum of 10% of the total contracted value for all sites for the contracted period.	1. Clause 20 - 30 days cure period is suggested as opposed to 30 days notice. 2. clause 20.1 - material breach of the terms is suggested 3. Clause 20.4- Suggested breach of service level standards rather than unsatisfactory which is a vague term. 4. Clause 20.7- We suggest deletion of the term "the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract." 5. Clause 20.8- Suggested breach of service level standards rather than unsatisfactory which is a vague term.	As per RFP, No Change
103	63		Clause 41 (Page 63)	Exit Clause The performance of bidder will be continuously reviewed by the Bank to maintain the terms & conditions as specified in this document. Based on the review, if the selected bidder fails to satisfy / maintain their commitment with respect to Uptime, Performance, Timely implementation of the project etc. the contract may be terminated by giving 90 days' notice period. Bank's decision in this regard will be final. In case of termination of this contract, the Bank shall have the right to avail services of any other bidder / agency to continue the project without any let or hindrance from bidder and the bidder has to provide necessary help for smooth switch over. Bank will not pay any charges to the bidder towards packing / forwarding / freight / transit insurance etc., for the equipment at the time of termination/completion of the contract. In addition to the cancellation of purchase order, Bank reserves the right to appropriate the bid security / performance Bank guarantee given by the vendor.	Bank must give a reasoned decision and this should be subject rights under the arbitration clause	As per RFP, No Change
104	NA		Additional Clause	Right to suspend services	The Bidder reserves the right to suspend / terminate the services If Bank fails to make the payment of invoices within 45-60 days of receipt of such invoice.	As per RFP, No change.
105	NA		Additional Clause	Rental Clauses	Remark: The following point should be inserted : a) The equipment is provided on rental basis and title does not pass to the customer b) the equipment to be returned at end of contract/ on termination subject to reasonable wear and tear c) The Bank 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 Bidder's 's title or rights may be encumbered or impaired and shall be responsible to the Bidder for any loss caused thereby.	As per RFP, No Change
106	NA		Additional Clause		Remark: Request you to add the below suggested clause: After the expiry of the contract period, Bank will issue a general authorization letter within 15 days of the period expiry, in favour of Bidder for dismantling and removal of the material. If there is a delay beyond 15 days from Bank's side, the expiry period of the site (s), will automatically get extended for the equivalent no. of days/months.	As per RFP, No Change
107	67		Format – A: Eligibility Criteria	The Bidder (including MSME) should report positive Operating Profit and positive net worth during these three financial years as mentioned above. (Certified / Audited Balance Sheets and P&L statements for last 3 years 2016-17, 2017-18 and 2018-19)	The Bidder (including MSME) should report positive Operating Profit / positive net worth during these three financial years as mentioned above. (Certified / Audited Balance Sheets and P&L statements for last 3 years 2016-17, 2017-18 and 2018-19)	Please Refer Corrigendum 01 dated 26 Oct 2020
108	69		Format – A: Eligibility Criteria	The bidder should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India. The validity of the license should be more than five years from the date of this RFP. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.	Request you to inform us if an Unified Access (Basic& Cellular) Services licenses will be valid for this clause or we have to submit NLD license only.	As per RFP, No Change
109	70		Technical Specification	1. Bidder should ensure round trip delay should not be more than 70 milli seconds (ms) on wired link and 120 milli seconds (ms) on wireless link.	Request you change amend clause as : Bidder should ensure round trip delay should not be more than 120 milli seconds (ms) on wired link and 150 milli seconds (ms) on wireless link.	Please Refer Corrigendum 01 dated 26 Oct 2020
110	70		Technical Specification	7. Jitter of the connectivity should not be more than 10ms.	Request amend clause as : Jitter of the connectivity should not be more than 20ms.	As per RFP, No Change

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111	70		Technical Specification	12. Bidder's NMS should be capable of auto ticket lodging and should be capable of providing all monthly SLA reports (reports on parameters like packet loss, jitter, latency, availability, down call from the commissioning date, bandwidth utilization for any duration, within the contract period, in the format desired by the Bank) from the bidders monitoring tool.	Network can be Proactively monitored by Resident Engg. from the DC location and fault ticket will be logged by Resident Engg. manually. Whereas email/SMS alert can be provided to the designated bank officials.	As per RFP, No Change
112	71		Technical Specification	21. In case of radio frequency (RF) connectivity, bidder may provide point to point or point to multi point connectivity on WiMax, provided it adheres to the terms and conditions mentioned in the RFP, like committed bandwidth, security parameters etc.	Request you amend clause as : In case of radio frequency (RF) connectivity, bidder may provide point to point or point to multi point connectivity on WiMax / UBR , provided it adheres to the terms and conditions mentioned in the RFP, like committed bandwidth, security parameters etc.	Please Refer Corrigendum 01 dated 26 Oct 2020
113	72		Technical Specification	32. Bank and/or third party consultants hired by Bank should have rights to audit/review the whole setup of the bidder under the scope of this RFP.	Provided access of service provider network to third party are not allowed due to security reason however Bank / third party can audit the service provider network at Bank end.	As per RFP, No Change
114	74		Technical Specification	For 3G/4G connectivity, Latency should not be more than 200 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. Link Delivery using external antenna shall be preferred	Request you amend clause as : For 3G/4G connectivity, Latency should not be more than 300 to 600 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. Link Delivery using external antenna shall be preferred	Please Refer Corrigendum 01 dated 26 Oct 2020
115	83		Format – E (b) CHECKLIST	46. The bidder should submit the details (complete address) of all MPLS PoP and RF PoP locations during the bid submission	sharing POP and RF locations details are strictly against out Policy, hence request you remove this clause	As per RFP, No Change
116	33		5. Broad scope of work	5.70 The Field engineers will preferably be full time employees of the vendor having diploma in computer science, IT, Telecommunications or equivalent/higher qualifications with at least one year domain expertise.	Request you allow for mixed payroll. Core resources on bidder payroll and rest on other payroll	As per RFP, No Change
117	31		5. Broad scope of work	5.57. In case of RF, the bidder will try and achieve feasibility through an antenna/pole/mast of a height of up to 9 meters on rooftop and 12 meters from ground, which will be at the bidder's cost.	Request you allow bidder more than 12 mtr GBT up to 30 mtr to connect more locations on wireless media.	As per RFP, No Change
118	21		5. Broad scope of work	5.4 Bidder should provide read only user for PE router to Bank or Bank assigned System Integrator or bidder's Onsite FMS resource for Backhaul Links provided at DC and DR locations.	PE access is only with bidder certified network team and as per product security policy PE access to third party and even other Bidder other team members are not allowed. Request you remove this clause	As per RFP, No Change
119	22		5. Broad scope of work	5.12. The bank will arrange for necessary power and earthing at the branch and the vendor can extend the same by laying the necessary cables. If earthing is not proper bidder may also arrange for another earth pit dedicated for MPLS Link with no cost to the bank and prior permission from Branch Manager and landlord.	We request Bank to provide the earthing for all the locations or take unit price of earthing so wherever it will require bank provide separate PO earthing	As per RFP, No Change
120	27		5.34 Facility Management services includes but not limited to the following:	aa) Bidder has to ensure the required uptime of 99.5% of each MPLS Links on monthly basis.	Request you amend clause as " Bidder has to ensure the required uptime of 99 % of each MPLS Links on monthly basis."	As per RFP, No Change
121	54		21. Termination Clause:	21.2 Termination for the convenience of bank: The bank may, at any point during the currency of this contract may terminate the contract in part or in whole, by giving 30 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Request you amend clause as" The bank after completion of two years of the service after commissioning & acceptance of a link may terminate the contract of that particular site	As per RFP, No Change
122	47		10.2 Branches/offices wired/wireless links:	SLA Calculation: If the uptime is below 99.50%, the Bank shall deduct a penalty from the Bandwidth Charges , which will be @ 1% of cost of monthly rental per location/site for every 0.1% or part thereof of reduction in the uptime.	Request you amend clause as " If the uptime is below 99.50%, the Bank shall deduct a penalty from the Bandwidth Charges , which will be @ 1% of cost of monthly rental per location/site for every 0.1% or part thereof of reduction in the uptime. Maximum capping will be 10 % of monthly rental of affected location	As per RFP, No Change
123	47		10.1 DC and DR Backhaul links:	If the uptime is below 99.90%, the Bank shall deduct a penalty from the Bandwidth Charges , which will be @ 1% of cost of monthly rental of all commissioned sites for every 0.01% or part thereof of reduction in the uptime	Request You amend clause as " If the uptime is below 99.90%, the Bank shall deduct a penalty from the Bandwidth Charges , which will be @ 1% of cost of monthly rental of all commissioned sites for every 0.01% or part thereof of reduction in the uptime. Maximum capping will be 10 % of monthly rental of affected location	As per RFP, No Change
124	24		5.27	Bank Facility management team/ Bank appointed system integrator's team (managing the CE router at branches/offices or at DC-DR location) shall be configuring the delivered links in active-active configuration on CE router. It is the responsibility of Bidder to ensure active-active configuration and auto failover of links by necessary coordination with the bank Facility management team/ Bank appointed system integrator's team i.e. when present MPLS link gets failed, the complete branch traffic should switch over to another link without any downtime for the branch/locations. Bidder should work in close coordination with bank Facility management team/ Bank appointed system integrator's team for achieving active-active link configuration and auto failover configuration. The bidder shall provide the Router for commissioning of Backhaul links and will be under his scope and maintenance. The configuration part shall be taken care by the bidder and has to ensure that all the requisite banking applications are accessible on the links commissioned by bidder	Bidder assume as branch end Router is manage by bank's SI hence failover of traffic from primary to secondary will be responsibility of bank, Service provider will only support if any change is required in MPLS network, please confirm	As per RFP, No Change
125	26		5.34.j	The FMS resources shall do any work assigned by Bank or Bank designated SI, which is deemed necessary for business continuity and the uptime of the branches/offices where MPLS Links have been installed.	Bidder request to clarify the below points: 1) how many engineer required 2) seating location for the same 3) timing for these engineer 4) when these engineer required (implementation phase or for complete project) 5) who would provide desktop/laptop to these engineer 6) Bidder could hire off roll employees	As per RFP, No Change
126	27		5.36	The bidder should ensure the dedicated Roll-out Manager should be deputed in BOI till the installation of all ordered sites. There will be fortnightly review meeting on project implementation should be held at BOI location till the complete implementation. Monthly service review meeting should be scheduled at BOI location on mutually agreed date and time for the project performance. In every quarter the project steering committee meeting should be scheduled for complete project delivery in terms of all verticals i.e. w.r.t implementation, service review, operational issues, payment collection etc. Bidder should ensure the responsible heads from there organization should be available at BOI location for the steering committee meeting. This meeting will be scheduled on every quarter with mutually agreed date and time.	Bidder request to confirm that the role Manager is needed at customer end or manager could work from bidder office	As per RFP, No Change

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127	29		5.42.b	The bidder should provide all security measures for bank's Second MPLS VPN network which should prevent against all kind of attacks like malware attacks, DDOS, IP spoofing etc.	Bidder request customer to share the requirement of DDoS, ip spoofing, malware attacks as it is not apart of MPLS	As per RFP, No Change
128	29		5.46	The bidder has to monitor the required MPLS network and bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement. However bidder shall provide solution for providing pro active monitoring of links without using SNMP trap from branch/offices router.	As customer would not providing access to SNMP string, then how bidder would do proactive monitoring, please elaborate	As per RFP, No change. Please be guided by Clause no 5.46 and other relevant clauses of RFP. Bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement In case, SNMP could not be made available due to unavoidable challenges, some other protocols e.g. ICMP may be used to monitor the link
129	32		5.68	The Bidder shall depute adequate number of Field Engineers (FEs) at the ground level and near vicinity of centers / branches/ offices of the Bank for fast resolutions of the issues. The contact details of these FEs will be shared with the Bank. The FEs should be easily reachable, particularly during the office hours of the branches/Bank.	Bidder could like to tell customer as all the FE are in shared pool, so FE details would not be feasible option as FE is align post FLT done by bidder helpdesk team with Local contact at customer location .	As per RFP, No Change
130	41		8	For Urban or District Headquarter branches/Offices: Restoration of links should be done within 8 hours from the call logging including travelling time. Response time is 60 minutes from the call logging.	bidder request customer to increase the restoration of link timeline from 8 hours to 18 hours excluding travelling time , further request to calculate the downtime post FLT done with bidder helpdesk team with local contact at the site	As per RFP, No Change
131	41		8	For Semi Urban and Rural Branches/Offices: Restoration of links should be done within 12 hours from the call logging including travelling time. Response time is 60 minutes from the call logging.	bidder request customer to increase the restoration of link timeline from 12 hours to 24 hours excluding travelling time , further request to calculate the downtime post FLT done with bidder helpdesk team with local contact at the site	As per RFP, No Change
132	41		8	For A&N, J&K, North Eastern State Branches/Offices: Restoration of links should be done within 16 hours from the call logging including travelling time. Response time is 60 minutes from the call logging	bidder request customer to increase the restoration of link timeline from 16 hours to 72 hours excluding travelling time , further request to calculate the downtime post FLT done with bidder helpdesk team with local contact at the site	As per RFP, No Change
133	44		8.2.1	After receiving the intimation from bank in letter or by way of e-mail, bidder has to shift the requested link from old location to new location within four weeks from the date of such intimation. Bank may further place the order (beyond above mentioned figures) for link shifting as per the necessity and bidder has to shift the link as per the above mentioned timelines. Shifting charges shall be 1 month rental. If Link is to be shifted in same premises, no shifting charges shall be payable. NO shifting charges shall be payable for Backhaul Links (and TSP provided router, if applicable) at DC and DR even if the shifting is done to different premises.	Bidder suggest to define the timeline post feasibility done by bidder of new location where shifting could be done, further suggest customer to provide 4 weeks for feasibility of new location	As per RFP, No Change
134	44		8.3	New Link commissioning: Apart from the attached list of branches in this RFP, Bank may place the order for new links for their branches/offices/locations during the validity of the project to the selected bidder. Bank will share such locations address with bidder's assigned team for feasibility, bidder's team has to confirm the feasibility and commercials of such locations to bank team in two weeks' time.	Bidder request customer to increase the feasibly timeline from 2 weeks to 4 weeks	As per RFP, No Change
135	44		8.3	The project timelines for consolidated purchase order is mentioned below. No of Links Delivery/ Commissioning timelines Auto cancellation of PO (after) Links upto 300 6 weeks 8 weeks Links more than 300 and upto 500 8 weeks 10 weeks Links more than 500 and upto 750 10 weeks 12 weeks Links more than 750 and upto 1000 12 weeks 14 weeks Links more than 1000 and upto 1500 14 weeks 16 weeks Links more than 1500 16 weeks 18 weeks *Delivery/Installation/Commissioning timeline will start from the date of purchase order	Bidder request to amend delivery timeline as below The project timelines for consolidated purchase order is mentioned below. No of Links Delivery/ Commissioning timelines Auto cancellation of PO (after) Links up to 300 10 weeks 14 weeks Links more than 300 and up to 500 16 weeks 18 weeks Links more than 500 and up to 750 20 weeks 22 weeks Links more than 750 and up to 1000 22 weeks 24 weeks Links more than 1000 and up to 1500 24 weeks 28 weeks Links more than 1500 28 weeks 30 weeks	Please Refer Corrigendum 01 dated 26 Oct 2020
136	46		9.1.a	For Branches or offices links (Including new wired or wireless as RF or 3G/4G link commissioning): a sum Rs. 150/- (Rupees one hundred and fifty) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the contract value of ordered location/site. At the maximum cap bank may consider termination of contract.	Bidder request to reduce the maximum penalty from 10% to 5% on delayed or ending work of ordered locations/Sites	Please Refer Corrigendum 01 dated 26 Oct 2020
137	46		9.2	Liquidated Damages on non-upgradation - If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in upgradation of links in branches will be capped at 5% of the contract value of ordered location/site.	Bidder request to amend this clause on penalty for 5% of delayed or ending work of ordered location/Site	As per RFP, No Change
138	46		9.3	Liquidated Damages on non-shifting of link - If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in shifting of links in branches will be capped at 5% of the contract value of ordered location/site.	Bidder request to amend this clause on penalty for 5% of delayed or ending work of ordered location/Site	As per RFP, No Change

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139	46		9.4	The bidder has to depute onsite engineers/Team Lead (as per clause 5.32) within 5 weeks from the date of initial PO. If engineer/ Team Lead or backup engineer/ Team Lead is not available on any day during contract period (after 5 weeks from the date of initial PO) then penalty of Rs. 500/- (Rupees Five Hundred Only) per engineer per day will be levied.	Bidder request to reduce the penalty from Rs 500 per day to Rs 100 per Day	As per RFP, No Change
140	NA		General	Site access and permission.	All kind of permission/access at site from feasibility check of delivery will be arranged by Bank. In building internal cable routing from false ceiling and POP wall will be under Bank scope of work.	As per RFP, No Change
141	NA		General	Central spoke	Central spoke from Bank is required to -> address and resolve all Bank end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance.	Such arrangement is already in place
142	NA		General	Site readiness	Bank has to ensure the site readiness before Service provider depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on Service Provider .	As per RFP, No Change
143	33		General	Acceptance criteria	We request Bank to please specify the acceptance criteria	As per RFP, No Change. Please be guided by Clause no 5.73 "Acceptance by the Bank:" and other relevant clauses of RFP
144	NA		General	First level troubleshooting	In case of connectivity down, FLT will be done by the Bank spoke available at site. No downtime will be attribute to Service Provider in case the local person is not available at site or on site access is not available for the Service Provider engineer to check after the FLT.	As per RFP, No Change
145	70	Format – B: Technical Specifications	Point 12 : Bidder's NMS should be capable of auto ticket lodging	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket raised by the Bank with the Service Provider central helpdesk. Service Provider will share the monthly uptime report with the Bank where all the SR will be captured along with detailed RFO/RCA.	As per RFP, No Change
146	NA		General	Training	Training will be conducted at central location purposed by the Bank. Bank has to made all the arrangement for the trainees at his location.	Bank will extend support and arrange meeting with Bank's NMS and Ticketing tool provider if any issue is observed. Accordingly Bidder needs to coordinate with Bank's NMS and Ticketing tool provider to make the solution workable.
147	25	5.31	General	Regulated Power supply (AC) /Earthing	We assume that UPS power and earthing will be provided by the Bank.	As per RFP, No Change
148	24	5.27	General	Connectivity up to LAN	We assume that Lan connectivity will be in Bank SOW	As per RFP, No Change
149	25	5.31	General	Installation space and access	we assume installation space and access will be provided by the Bank	As per RFP, No Change
150	25	5.31	General	Rack Space	We assume that Rack will be provided by the Bank to install the codec at each site	As per RFP, No Change
151	46		9. Liquidated Damages (LD):	9.1 Time is the essence of the contract. If the bidder fails to complete the commissioning as per clause 8.3 of this RFP, the bank shall impose Liquidated Damages as mentioned below: For Branches or offices links (Including new wired or wireless as RF or 3G/4G link commissioning): a sum Rs. 150/- (Rupees one hundred and fifty) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the contract value of ordered location/site. At the maximum cap bank may consider termination of contract. b. For DC and DR Backhaul links: LD for delivery of backhaul link will be capped at Rs 500/- per day till the validity of 1st Purchase Order issued under this RFP process.	Request to please amend the clause: For Branches or offices links (Including new wired or wireless as RF or 3G/4G link commissioning): a sum Rs. 100/- (Rupees one hundred) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 5% of the annual value of ordered location/site. At the maximum cap bank may consider termination of contract. b. For DC and DR Backhaul links: LD for delivery of backhaul link will be capped at Rs 250/- per day till the validity of 1st Purchase Order issued under this RFP process.	Please Refer Corrigendum 01 dated 26 Oct 2020
152	46		9. Liquidated Damages (LD):	9.2 Liquidated Damages on non-upgradation - If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in upgradation of links in branches will be capped at 5% of the contract value of ordered location/site. 9.3 Liquidated Damages on non-shifting of link - If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/- (Rupees One Hundred only) per day per site. LD for delay in shifting of links in branches will be capped at 5% of the contract value of ordered location/site.	Request to please cap the penalty at 5% of the yearly value of the impacted link.	As per RFP, No Change
153	46		9. Liquidated Damages (LD):	9.5 All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on all the above LDs shall be 10% of the total rental charges for the whole contractual period of 5 years of ordered sites.	Request to please cap the penalty at 10% of the yearly value of the impacted link.	Please Refer Corrigendum 01 dated 26 Oct 2020
154	48		11. Payment Terms	11.1 The selected bidder shall submit consolidated state wise invoices and other supporting documents (i.e. excel file containing invoice wise breakup for each site/monthly uptime availability report/ monthly backhaul utilization report, MPLS installation reports signed and stamped by the bank branches/offices) necessary as per the terms duly authenticating on each document, site-wise, along with the request letter for payment of rental charges for domestic branches to DC, Belapur Office on quarterly basis. Payment pertaining to hardware and bandwidth charges for domestic branches will be processed by the Bank of India at Head Office. 11.2 Payments pertaining to hardware and bandwidth charges for RRB locations shall be processed and released by respective head office of RRBs. For RRBs, bidder shall raise the payment invoices to respective head offices of RRBs located in various states, as under:	Request to please allow: 1. Invoice will be raised state wise depending on the location of the link. 2. Invoice will be generated state wise but will be delivered at one central location. 3. Payment will be released by customer centrally for all the invoices raised across the country.	As per RFP, No Change
155	54		21.2 Termination for the convenience of bank	21.2 Termination for the convenience of bank: The bank may, at any point during the currency of this contract may terminate the contract in part or in whole, by giving 30 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Request to please remove this clause: As termination for convenience is not accepted. In case of termination for convenience, Bank has to pay remainder amount of the contract as exit fees charges.	Please Refer Corrigendum 01 dated 26 Oct 2020

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156	24			<p>4.1 Bidders should provide adequate capacity dual Backhaul links at Bank's DC and DR sites. Bidders has to do the sizing of backhaul link as per the number of branches order received. Bidder should ensure backhaul links (two backhaul links at DC and two backhaul links at DR for Domestic Segment along with two backhaul links at DC and two backhaul links at DR for RRB Segment) to be delivered and commissioned before the commissioning of MPLS Link at branch location. Also all backhaul links should be delivered from telecom service provider other than M/s BSNL and MTNL. There will be no separate cost for backhaul links in the project. Bidder shall ensure to upgrade the bandwidth of DC/DR backhaul links to minimum 2 times bandwidth if the utilization of DC or DR Backhaul link exceeds 70% (on Real time) during the contract period and at any point of time. If Bandwidth utilization is peaking above 70%, then bidder has to ensure the backhaul link should be upgraded within thirty days of such intimation. Necessary network devices such as Router/Mux/Rack along with necessary cabling/crossconnect and Battery Backup as per Industry Standard to be provided by Bidder without any additional cost. The bank will provide the Rack space, cooling and power supply only for these links. Separate set of backhaul links are to be provided for Domestic branches and RRB branches at DC and DR.</p>	<p>Backhaul Secondary Link can be provided from the Same ISP in Two Different Path connecting to Different PoP or Secondray Link to be connected from Third Party Lastmile , and Confrim Both the Domestic and RRB will be two Different VRF(Logically and Phycially both to be separated pls Confrim</p>	<p>As per RFP, No change. Please be guided by Clause no 07 "DC and DR Backhaul Links" and other relevant clauses of RFP</p>
157	24	5.4		<p>Bidders should provide adequate capacity routers at bank DC and DR locations for terminating the backhaul links of RRB and Domestic branches. The Configuration, management, monitoring and maintenance of these routers shall be done by the bidders only. There will not be any extra cost for provisioning, Configuration, management and maintenance of these routers at bank DC and DR sites. Bidder should provide read only user for PE router to Bank or Bank assigned System Integrator or bidder's Onsite FMS resource for Backhaul Links provided at DC and DR locations.</p>	<p>Bidder will Provide Read Only access to CE Router Not to the PE Router</p>	<p>AS per RFP, no change</p>
158	24	5.6		<p>The last mile of Backhaul delivered link PoP should be highly redundant and there should not be any single point of failure. The bidder should have their own nation-wide high availability MPLS network backbone. The bidder's core MPLS backbone should be fully meshed. Bidder has to submit the declaration for this clause during bid submission. The bidder shall provide L3 VPN Circuits (Virtual Private Network - IP Security enabled) on stable wireless or wired media as last mile, as ordered. All branches shall be on minimum 2MB dedicated bandwidth</p>	<p>IP-Sec Tunnel from DC or DR Router to Branch Router as per understanding , Please Clarify</p>	<p>IPSEC will be initiated by Bank's branch/office/location CPE and IPSEC tunnel shall terminate on Bank's devices installed in DC/DR location.</p>
159	57	5.28		<p>Bidder should do the site survey of all locations for delivering the requested MPLS link at identified branches or offices. All site survey reports should be recorded and submitted to bank as and when required with proper acknowledgment from concerned location officials. The bank can ask the bidder to present these reports at any point of time.</p>	<p>L1 or L2 feasibility Please mention</p>	<p>As per RFP, No Change</p>
160	29	5.34		<p>a) Overall proactive Monitoring through NMS tool and management of the MPLS Links and related services on all sites under this RFP. The NMS tool shall be available from the starting of project.</p>	<p>NMS integration can be Done at the time of delivering the Link</p>	<p>As per RFP, No Change NMS Integration details will be shared with the successful bidders</p>
161	30	5.34 aa)		<p>f) Bidder has to ensure the required uptime of 99.5% of each MPLS Links on monthly basis. If any additional /resources are required to maintain the uptime of 99.5%, the bidder has to provide without any extra cost to the Bank.</p>	<p>For 3G/4G Lastmile also to be consider the same SLA ?</p>	<p>As per RFP, No change. Please be guided by Clause no 10.3 "SLA Calculation for the branches commissioned on alternate solutionSLA Calculation for the branches commissioned on alternate solution" and other relevant clauses of RFP</p>
162	32	5.38 Section D		<p>Bank's NMS/Ticketing system: Bidder should also ensure to integrate the links with bank existing or upcoming ticketing or NMS system. At present bank is using HP Service Manager Version 9.34 as a tool for call logging and HP NNMI version 10 for network monitoring. Bidder should ensure all required configuration and interface should be provided during the required integration to bank. This integration is to be implemented by the selected bidder at no extra cost to the bank. Bidder resources at Bank's NOC locations are also going to be trained by bank team/ Bank SI Team for the existing ticketing tool of bank for day to day operation. Bank may ask the bidder to use bank's NMS and ticketing tool for SLA calculation during the contract period</p>	<p>Please Expalin the API integration Method</p>	<p>As per RFP, No Change NMS Integration details will be shared with the successful bidders</p>

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Customer Response
163	27			Bidder should provide declaration as the delivered MPLS VPN Network of bank is fully isolated from Internet traffic in their network as well as MPLS traffic of other customers and separated at device level as well. Bidder has to provide the MPLS link on branches router which is of Cisco or HPN or any other standard make.	There is no diagram per se to showcase segregate the two traffic types Bidder do hereby declare that the delivered MPLS VPN network of the bank will be fully isolated from Internet traffic in the core network. In addition, we wish to state following: 1. MPLS VPN does not allow internet traffic insertion by RFC 2547 security perspective even though using single router carrying/ anchoring internet traffic and VPN traffic. 2. VLAN separation is managed at Data link layer of the Open Systems Interconnection (OSI) model developed by International Standards Organization (ISO) developed. This is being used by all ISPs for years and no evidence or incident for any security breach has been witnessed till date. 3. Bidder has Internet and MPLS VPN traffic separation in the core network along-with with device level. 4. in the last mile access network, same POP physical devices carry Internet and MPLS VPN traffic, however, logical separation between the two traffic type is done to ensure security of MPLS VPN traffic from Internet traffic.	As per RFP, No Change
164	20	5. Broad scope of work/5.3		Bidder shall ensure to upgrade the bandwidth of DC/DR backhaul links to minimum 2 times bandwidth if the utilization of DC or DR Backhaul link exceeds 70% (on Real time) during the contract period and at any point of time. If Bandwidth utilization is peaking above 70	Bidder would upgrade the BW gradually as per the requirement if it reaches the threshold of 70% and would maintain that below 70% threshold everytime. Please confirm	As per RFP, No Change
165	24	5. Broad scope of work/5.23		Bidder has to provide Layer 3 MPLS VPN link on dedicated ports with 1:1 committed flow. The end point deliverable at branches should be on Electrical Ethernet Interface in full duplex mode. Bidder has to provide the requested end point as advised by bank in all ordered locations.	At Branches Bidder would provide ethernet handoff which would be connected to Bank Router interface, Please confirm our understanding	As per RFP, No Change
166	39	6.2 Network Security Controls		Branch to DC IPSEC tunnel for data confidentiality. As financial transaction shall travel through the network, a fully secured (IPsec/3DES encryption or suitable encryption) network shall be provided by the bidder.	Do you want to create Ipsec tunnel between Brach & DC/DR for all traffic in that case as DC & DR device would be provided by vendor pls confirm the IP sec termination devices as security license requiremnt needs to be confirmed. If the Ipsec is getting terminated on Bank Firewall than CPE wont need IPsec license.	IPSEC will be initiated by Bank's branch/office/location CPE and IPSEC tunnel shall terminate on Bank's devices installed in DC/DR location.