

Queries Clarification - 1					
Dated 16th October 2021					
Ref No. BOI/HO/IT/Critical Links /RFP-01/2021 dated 20.09.2021					
We give below necessary clarifications/modifications pertaining to the clauses contained in the captioned RFP. All other terms and conditions of the RFP remain unchanged					
Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
1	12	Part A. INTRODUCTION	3 Gbps Link from Bank's central location at CBD Belapur to Bank's central location at Bengaluru for Domestic segment	Request BOI to confirm if the redundancy required on separate vendors for the 2x3G requirement refers to complete link or just the Last mile connecting service provider POP to bank location.	As per RFP, No Change, Bank will procure one 3Gbps link from L1 vendor and L2 has to match the price of L1 vendor for second 3Gbps link. Both service providers should be separate.
2	14	3.2.1 .d	The Bidder shall be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End (till CPE) on 24x7x365 basis.	Would request bank to clarify the meaning of CPE. Service provider will have transmission MUX deployed at both ends and they will monitor till MUX. Any device after MUX like routers/switch is responsibility of bank. Please confirm.	As per RFP, No Change, Any cabling /cross connect required to make the solution workable is the responsibility of the Bidder without any extra cost to the Bank. The CPE will be under Bank's scope.
3	14	3.2.1 .d	Call booking shall be the responsibility of the Bidder for the provisioned links, Bidder need to proactively monitor their network and lodge calls automatically when outage is observed in their network which may impact Point to Point link.	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monitor the bank circuit proactively as it is p2p link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
4	14	3.2.1 .e	The Bidder needs to integrate all their links with Bank's owned Network Monitoring & Automation Tool (BMC Entuity & Truesight Network Automation). Bidder should integrate their ticketing tool with Bank's owned ticketing tool (BMC Remedy) via Email/API for call lodging. Bidder can also use Bank's owned tool for call lodging purpose and has to consider Bank's tool report as final report in case of any discrepancy observed.	Bidder will provide the link but bank need to integrate these link with their network Monitoring & Automation tool. P2P links will have reactive support and bank has to raise the ticket with Service provider if any issue. Bidder can't use banks tool. Would request bank to remove integration of tools.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
5	15	3.2.1 .g	If the Bidder is already having portal for monitoring of Bank of India deliverables/ links, the integration of links under this RFP may be done by the same portal with alert mechanism.	P2P links can't be monitored from bidder NMS. Bank has to monitor from their NMS and raise ticket with bidder if any issue with the link and A	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
6	15	3.2.1 .l	Bank will use these links for the Mission Critical Purposes so Bidder shall make all the arrangement to achieve near zero ping/packet drops in the link.	Service provide will try to provide near zero packet drops but bank has to raise the request with service provider when packet drops are observed in link. This will be reactive support from service provide as service provide can't monitor circuit wise.	As per RFP, No Change.
7	15	3.2.1 .m	Bidder shall extend access of a portal to Bank designated team where ticket logging and ticket status can be viewed and done. Bidder should ensure all required configuration and interface are provided during the required integration to Bank's NMS and ticketing tool. This integration is to be implemented by the selected Bidder at no extra cost to the Bank.	We would request bank to exclude NMS and ITSM integration from the scope.	As per RFP, No Change.
8	16	3.2.1 .o	Any cabling /cross connect /SFP need to be arranged by the Bidder without any extra cost to the Bank. Presently Bank is having SFPs of Cisco model SFP-10G-LR or SFP-10G-SR-S at the CE end equipment and Bidder may utilize the same or can provide new SFPs (after checking compatibility with CE end equipments) to make the solution workable.	Would request you to confirm the interface hand-off required for 1Gbps link and SFP availability. Generally, 1Gbps link will be provided with 1Gbps interface only.	As per RFP, No Change. For 3 Gbps, handoff will be on Fiber and for 1 Gbps handoff will be on GigEthernet.

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9	14	3.2.1.b	Connectivity has to be with pure 1:1 contention ratio. Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be less than 40 msec	As the requirement is for the unmanaged domestic Point to Point link from service provider, only have commitment on uptime SLA and no commitment on latency values. However practical average value for the POP to POP latency can be provided but without any commitment. As there is no active device from the service provider at the customer end, latency cannot be measured. Kindly confirm if this suffice the requirement.	As per RFP, No Change. Bidder needs to ensure that shortest possible route is allotted for provisioned link.
10	16	3.2.2.b	Bidder shall ensure that the proposed complete solution in response of this RFP shall be compatible with existing setup at Bank of India (at hardware level and software level). Bidder shall be responsible to carry out all required changes/ configurations as per requirement of the Bank to make the solution workable at no extra cost to Bank.	Would like to highlight that bidder can't own the changes required at bank side. Bidder will deliver the link and bank need to make all necessary arrangements and changes from their side.Please confirm	As per RFP, No Change.
11	16	3.2.2.c	The Bidder will provide 50 IPv4 and 50 IPv6 public address for 155 Mbps Internet Link and 6 IPv4 and 6 IPv6 public address for 100Mbps Internet link at no extra cost to bank. Bank shall be using these Public IP address for Bank's own business applications. Bidder shall extend full support and make necessary configuration changes in their network to make these applications workable over internet link.	Bidder will provide required IPs and they will be accessible from internet.Bidder will not own if any application access issues and related changes required at bank side.Please confirm.	As per RFP, No Change.
12	17	3.2.2.g	The Bidder shall provide all the DNS services/ features as mentioned in functional specifications. Bidder shall share all the reports mentioned in functional specifications, manually or as auto generated e-mails on daily basis with Bank team or Bank designated team/officials. Bidder shall mitigate various audit points, Compliance points etc. at no cost to the Bank as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period. Bidders shall integrate and need to make all required configuration changes in the solution/their network without any extra cost to Bank. The shared report is to be comprehensive and following details are to be included (desirable): i. Total number of hits for URL ii. Source IP and Port of Requesting machine iii. Timestamp of the request iv. Status of DNS resolution v. URL threat rating as per leading threat rating providers vi. Classification of threat, if any	Bank has to work with DNS provider for domain registration and DNS services. All these reports can be give by respective DNS service provider to bank. This can't be bidder's scope for internet link service.We would request bank to remove this from bidder's scope.	As per RFP, No Change,These reports are desirable and not mandatory.
13	17	3.2.2.h	Link monitoring reports should be available from the portal given by Bidder on real time basis.	Bank has to provide SNMP read access to bidder to monitor the link.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
14	17	3.2.2.j	The Bidder shall extend all required support in troubleshooting and resolution if any application is not working due to link configuration issue or DNS related issue in Bidder's network	Bidder will provide internet link and responsible for internet link related issues. Application and DNS related issues to be owned by Bank. Please confirm.	As per RFP, No Change. Bidder needs to provide DNS services for the internet link.
15	18	3.2.2.n	The Bidder is responsible for liaison with government agencies or other departments to provide any licenses, approvals etc. that may be required for commissioning of links. All the cabling should be done by the Bidder without any extra cost to the Bank. It's the Bidder responsibility to drill a hole to take the cable inside the Bank's premises as mentioned in this RFP, if required.	Bidder will provide the link till MMR room/Mux location. With in bank premise cabling should be done by bank itself.	As per RFP, No Change. Cross connect is in bidder scope

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16	18	3.2.2.o	The Bidder should give access via internet to reports on its portal on link performance for parameters on real time basis such as link utilization, availability (uptime), packet delivery reports, latency & jitter. The period could be selectable and should be providing in terms of hours, days, weeks, months and to a quarter. The Bidder should ensure that the data for at least one year is available on its portal for the parameters mentioned above.	We would like to highlight that internet link will not have latency, packet drops and jitter etc. parameter monitoring hence please remove this from the requirement.	As per RFP, No Change.
17	19	3.2.2.s	Any cabling /cross connect required to make the solution workable need to be arranged by the Bidder without any extra cost to the Bank.	cabling and cross connects required with in bank premise need to be provided by Bank.	As per RFP, No Change. Cross connect is in bidder scope
18	43	4.7.d	Bidder has to deliver and commission the link up to the Bank CPE at Bank's central locations at CBD Belapur, and Bank's central location at Bengaluru sites respectively. All required cabling should be done by the selected Bidder only.	Bank should provide cabling inside their building	As per RFP, No Change. Cross connect is in bidder scope
19	47	4.12.1	During the contract Period, Bidder should guarantee an Uptime of 99.90% for DC-DR point to point 3Gbps & 1Gbps links	We would request bank to relax this uptime requirement to 99.5%	As per RFP, No Change.
20	47	4.12.2	maximum time for restoration should not be 4 hours at any instance including travelling time.	We would request bank to consider this as a mean time to restore i.e 4 hrs not maximum time to restore	As per RFP, No Change.
21	48	4.12.3	Latency : 155 Mbps & 100Mbps internet links<10ms	internet latency will be based on destination and there will not be any commitment. <10msec is not possible technically and practically. Please remove this expectation from RFP	As per RFP, No Change. Ping response to be checked from BOI end CPE and bidder end Internet Gateway Router.
22	75	5.1.1	The Bidder has to submit full details of his managed backbone infrastructure covering technical design and architecture, capabilities (convergence of voice/video/ data etc.), redundancy features (Multi Bidder backbone, Multiple NOCs, bandwidth details including flexibility and scalability features), and security features as IP Sec 3DES/AES encryption end to end.(if applicable).	security features as IP Sec 3DES/AES encryption end to end not applicable for this requirement. Please remove from the requirement	As per RFP, No Change.
23	75	5.1.2	The Bidder should provide time bound escalation matrix for project implementation as well as regular support and maintenance. End-to-End Project management including discussion with Bank's concerned official at respective Locations for site readiness needs to be done by Bidder.	site readiness is bank responsibility. Bidder will provide pre requisites after awarding the PO.	As per RFP, No Change.
24	75	5.1.3	Bidder has to provide connectivity as per scope of work up to Network CPE equipment installed at Bank's location.	Service provider is responsible till transmission MUX	As per RFP, No Change. Required cross connect (to make the solution workable) need to be arranged by the Bidder without any extra cost to the Bank.
25	75	5.1.5	Bidder should ensure that Monitoring reporting and manageability features	monitoring capability only for internet links.P2P links can't be monitored.	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
26	75	5.6	Bidder should ensure that End-to-End QoS offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. wherever applicable.	This is not applicable for this service. We would request you to remove from the compliance.	As per RFP, No Change.
27	76	5.1.7.iii	(iii)It should be able to store statistical information for all the hours on traffic through LAN and WAN ports and print this information in the form of graphs, pie charts, spread sheet and bar charts. It should be able to show a cumulative picture over a period of a week or more. These statistics should also be available in machine readable form. This report should be submitted on monthly basis.	Reporting is applicable for only internet links and bank should provide SNMP read access to router. LAN interface reporting is not bidder responsibility	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively

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28	76	5.1.7.iv	(v)It should be capable of reporting network parameters based on IP SLA and show traffic reports between the locations for which we are procuring the link.	reporting is applicable only for Internet link.P2P link will not have monitoring and reporting from bidder	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
29	76	5.1.8	Bidder should provide 24x7x365 trouble management center at central location, Mumbai	We have NOC in Pune.It is remote management and can be done from any where in India hence we would request to relax this	Please refer Corrigendum 1
30	76	5.1.9	Bidder has to submit report to prove the latency figure End-to-End including backbone along with the proposal, the latency should be within the industry standards.	Please elaborate this requirement.	As per RFP, No Change, Please refer clause no 4.12.3 on page number 48 of RFP.
31	76	5.1.13	Bidder has to provide the network diagram with IP Schema, before and after implementation of the link.	Internet IP Schema will be shared with bank during delivery stage. It can't provided during bidding stage.	As per RFP, No Change.
32	77	5.1.23	The Bidder shall extend all required support to Bank and/or Bank designated Service Integrator and shall be responsible for all required configurations/configurations changes (e.g. to use Bank's own public IPv4, IPv6 range, IPv6 migration, QoS, IPsec etc) in its network if required at any stage during the contract period (as applicable) without any extra cost to Bank.	it is bank responsibility to do their side configuration. Bidder can't support for bank side configurations	As per RFP, No Change.
33	78	5.1.24	The Bidder shall do the required passive cabling and necessary arrangements for cage nuts, clamps etc. to make the proposed solution working. Bidder shall maintain and replace these passive cables, cage nuts, clamps etc. as and when required during the contract period.	It is bank responsibility to provide passive cabling at their premise	As per RFP, No Change. Cross connect is in bidder scope
34	78	5.1.25	Bidder shall provide their DNS Server IPs.	p2p link will not have any DNS IP from Bidder. For internet link, bidder can provide their DNS server IP for resolution but no reports can be provided to bank. For specific DNS service bank to work with DNS providers	As per RFP only , Please refer clause 3.2.1 (For Point to Point links)
35	78	5.2	The shared report is to be comprehensive and following details are to be included (desirable): i. Total number of hits for URL ii. Source IP and Port of Requesting machine iii. Timestamp of the request iv. Status of DNS resolution v. URL threat rating as per leading threat rating providers. vi. Classification of threat, if any	Bidder can't provide DNS service and Bank should work with DNS provider for these services. Bidder can only provide their DNS IP which can be used for resolution but no reports can be provided.	As per RFP, No Change,These reports are desirable and not mandatory.
36	14	3.2(d)	The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monitor the bank circuit proactively as it is p2p link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
37	75	4	Bidder should ensure that no single point of failure between POPs (Point of Presence).	Kindly confirm if the PoP specify in this is service provider pop	As per RFP, No Change, The POPs are under scope of Bidder.
38	75	6	Bidder should ensure that End-to-End QoS offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. wherever applicable.	P2P links are transparent and there will be not any QoS etc. from service provide. It has to be configured by bank from their routing devices. We would request you to remove this expectation from service provider.	As per RFP, No Change.
39	17	6	The Bidder shall provide all the DNS services/ features as mentioned in functional specifications. Bidder shall share all the reports mentioned in functional specifications, manually or as auto generated e-mails on daily basis with Bank team or Bank designated team/officials. Bidder shall mitigate various audit points, Compliance points etc.	Request BOI to relax as DNS service is not part of Point to point / internet service.	As per RFP only , Please refer clause 3.2.1 (For Point to Point links)

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40	14	3.2.1 .d	Call booking shall be the responsibility of the Bidder for the provisioned links, Bidder need to proactively monitor their network and lodge calls automatically when outage is observed in their network which may impact Point to Point link.	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monitor the bank circuit proactively as it is p2p link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
41	14	3.2.1 .e	The Bidder needs to integrate all their links with Bank's owned Network Monitoring & Automation Tool (BMC Entity & Truesight Network Automation). Bidder should integrate their ticketing tool with Bank's owned ticketing tool (BMC Remedy) via Email/API for call lodging. Bidder can also use Bank's owned tool for call lodging purpose and has to consider Bank's tool report as final report in case of any discrepancy observed.	Bidder will provide the link but bank need to integrate these link with their network Monitoring & Automation tool. P2P links will have reactive support and bank has to raise the ticket with Service provider if any issue. Bidder can't use banks tool. Would request bank to remove integration of tools.	As per RFP, No Change.
42	16	3.2.1 .n	The Bidder should be able to route the IP address from the IP schema of the Bank Network between two locations and also have to integrate with existing IP sec encryption as per Bank's requirement.	Service provider will provide transparent P2P link and it is bank responsibility to configure routing/lps/lpsec from their side device.	As per RFP, No Change, Bidder needs to provide the support regarding configuration changes in their device, if required.
43	14	3.2.1 .b	Connectivity has to be with pure 1:1 contention ratio. Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be less than 40 msec	As the requirement is for the unmanaged domestic Point to Point link from service provider, only have commitment on uptime SLA and no commitment on latency values. However practical average value for the POP to POP latency can be provided but without any commitment. As there is no active device from the service provider at the customer end, latency cannot be measured. Kindly confirm if this suffice the requirement.	As per RFP, No Change.
44	16	3.2.2.b	Bidder shall ensure that the proposed complete solution in response of this RFP shall be compatible with existing setup at Bank of India (at hardware level and software level). Bidder shall be responsible to carry out all required changes/ configurations as per requirement of the Bank to make the solution workable at no extra cost to Bank.	Would like to highlight that bidder can't own the changes required at bank side. Bidder will deliver the link and bank need to make all necessary arrangements and changes from their side. Please confirm	As per RFP, No Change, Bidder needs to provide the support regarding configuration changes in their device, if required.
45	16	3.2.2.c	The Bidder will provide 50 IPv4 and 50 IPv6 public address for 155 Mbps Internet Link and 6 IPv4 and 6 IPv6 public address for 100Mbps Internet link at no extra cost to bank. Bank shall be using these Public IP address for Bank's own business applications. Bidder shall extend full support and make necessary configuration changes in their network to make these applications workable over internet link.	Bidder will provide required IPs and they will be accessible from internet. Bidder will not own if any application access issues and related changes required at bank side. Please confirm.	As per RFP, No Change.

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46	17	3.2.2.g	<p>The Bidder shall provide all the DNS services/ features as mentioned in functional specifications. Bidder shall share all the reports mentioned in functional specifications, manually or as auto generated e-mails on daily basis with Bank team or Bank designated team/officials. Bidder shall mitigate various audit points, Compliance points etc. at no cost to the Bank as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period. Bidders shall integrate and need to make all required configuration changes in the solution/their network without any extra cost to Bank. The shared report is to be comprehensive and following details are to be included (desirable):</p> <ul style="list-style-type: none"> i. Total number of hits for URL ii. Source IP and Port of Requesting machine iii. Timestamp of the request iv. Status of DNS resolution v. URL threat rating as per leading threat rating providers vi. Classification of threat, if any 	Bank has to work with DNS provider for domain registration and DNS services. All these reports can be give by respective DNS service provider to bank. This can't be bidder's scope for internet link service. We would request bank to remove this from bidder's scope.	As per RFP, No Change,These reports are desirable and not mandatory.
47	18	3.2.2.o	The Bidder should give access via internet to reports on its portal on link performance for parameters on real time basis such as link utilization, availability (uptime), packet delivery reports, latency & jitter. The period could be selectable and should be providing in terms of hours, days, weeks, months and to a quarter. The Bidder should ensure that the data for at least one year is available on its portal for the parameters mentioned above.	We would like to highlight that internet link will not have latency, packet drops and jitter etc. parameter monitoring hence please remove this from the requirement.	As per RFP, No Change.
48	47	4.12.2	maximum time for restoration should not be 4 hours at any instance including travelling time.	We would request bank to consider this as a mean time to restore i.e. 4 hrs not maximum time to restore	As per RFP, No Change.
49	75	5.1.1	The Bidder has to submit full details of his managed backbone infrastructure covering technical design and architecture, capabilities (convergence of voice/video/ data etc.), redundancy features (Multi Bidder backbone, Multiple NOCs, bandwidth details including flexibility and scalability features), and security features as IP Sec 3DES/AES encryption end to end.(if applicable).	security features as IP Sec 3DES/AES encryption end to end not applicable for this requirement. Please remove from the requirement	As per RFP, No Change,Bidder needs to provide the support regarding configuration changes in their device, if required.
50	76	5.1.9	Bidder has to submit report to prove the latency figure End-to-End including backbone along with the proposal, the latency should be within the industry standards.	Please elaborate ethis requirement.	As per RFP, No Change, Please refer clause no 4.12.3 on page number 48 of RFP.
51	78	5.1.24	The Bidder shall do the required passive cabling and necessary arrangements for cage nuts, clamps etc. to make the proposed solution working. Bidder shall maintain and replace these passive cables, cage nuts, clamps etc. as and when required during the contract period.	It is bank responsibility to provide passive cabling at their premise	As per RFP, No Change. Cross connect is in bidder scope
52	76	8	The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monitor the bank circuit proactively as it is p2P link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
53	75	6	Bidder should ensure that End-to-End QoS offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. wherever applicable.	P2P links are transparent and there will be not any QoS etc. from service provide. It has to be configured by bank from their routing devices. We would request you to remove this expectation from service provider.	As per RFP, No Change.

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54	54	4.23.2 Events of Termination	e) The Bank may by written notice of 30 days sent to The Bidder, terminate the Contract, in whole or in part, at any time for its convenience. In such an event the notice of termination shall specify that termination is for the Bank's; Termination for the convenience of Bank: The Bank may, at any point during the currency of this contract may terminate the contract 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.	if the Bank choose to early terminate of contract then bank shall be labile to pay early termination charges i.e. the charges for balance period of Contract.	As per RFP, No Change.
55	55	4.23(g) (i)	4.23(g) (i) Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving 30 days' notice to the Supplier if the Supplier becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.	This clause contradicts above clause - 4.23(d) Clause to be made mutual	As per RFP, No Change.
56	60	4.30.4	The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.	Suggest mutual applicability	As per RFP, No Change.
57	65	4.42	4.42 Confidentiality	Mutual applicability of the clause is suggested	As per RFP, No Change.
58	73	4.47(h)	(h) The Bidder shall further Covenant and represent to the Bank that: It is duly incorporated, registered, validly existing and in good standing as per the laws of India. The execution, delivery and performance of this RFP by The Bidder:	Clause to be made mutually applicable	As per RFP, No Change.
59	84	FORMAT 6.2	NON-DISCLOSURE AGREEMENT	To be made mutually applicable	As per RFP, No Change.
60	14	3.2.1 .d	Call booking shall be the responsibility of the Bidder for the provisioned links, Bidder need to proactively monitor their network and lodge calls automatically when outage is observed in their network which may impact Point to Point link.	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monitor the bank circuit proactively as it is p2p link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
61	14	3.2.1 .e	The Bidder needs to integrate all their links with Bank's owned Network Monitoring & Automation Tool (BMC Entuity & Truesight Network Automation). Bidder should integrate their ticketing tool with Bank's owned ticketing tool (BMC Remedy) via Email/API for call lodging. Bidder can also use Bank's owned tool for call lodging purpose and has to consider Bank's tool report as final report in case of any discrepancy observed.	Bidder will provide the link but bank need to integrate these link with their network Monitoring & Automation tool. P2P links will have reactive support and bank has to raise the ticket with Service provider if any issue. Bidder can't use banks tool. Would request bank to remove integration of tools.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
62	16	3.2.1 .n	The Bidder should be able to route the IP address from the IP schema of the Bank Network between two locations and also have to integrate with existing IP sec encryption as per Bank's requirement.	Service provider will provide transparant P2P link and it is bank responsibility to configure routing/lps/lpsec from their side device.	As per RFP, No Change, Bidder needs to provide the support regarding configuration changes in their device, if required.

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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
63	13	3.2.1 .b	Connectivity has to be with pure 1:1 contention ratio. Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be less than 40 msec	As the requirement is for the unmanaged domestic Point to Point link from service provider, only have commitment on uptime SLA and no commitment on latency values. However practical average value for the POP to POP latency can be provided but without any commitment. As there is no active device from the service provider at the customer end, latency cannot be measured. Kindly confirm if this suffice the requirement.	As per RFP, No Change.
64	17	3.2.2.g	The Bidder shall provide all the DNS services/ features as mentioned in functional specifications. Bidder shall share all the reports mentioned in functional specifications, manually or as auto generated e-mails on daily basis with Bank team or Bank designated team/officials. Bidder shall mitigate various audit points, Compliance points etc. at no cost to the Bank as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period. Bidders shall integrate and need to make all required configuration changes in the solution/their network without any extra cost to Bank. The shared report is to be comprehensive and following details are to be included (desirable): i. Total number of hits for URL ii. Source IP and Port of Requesting machine iii. Timestamp of the request iv. Status of DNS resolution v. URL threat rating as per leading threat rating providers vi. Classification of threat, if any	Bank has to work with DNS provider for domain registration and DNS services. All these reports can be give by respective DNS service provider to bank. This can't be bidder's scope for internet link service.We would request bank to remove this from bidder's scope.	As per RFP, No Change.
65	75	5.1.1	The Bidder has to submit full details of his managed backbone infrastructure covering technical design and architecture, capabilities (convergence of voice/video/ data etc.), redundancy features (Multi Bidder backbone, Multiple NOCs, bandwidth details including flexibility and scalability features), and security features as IP Sec 3DES/AES encryption end to end.(if applicable).	ecurity features as IP Sec 3DES/AES encryption end to end not applicable for this requirement. Please remove from the requirement	As per RFP, No Change.
66	76	8	The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link	Service provider will monitor their backbone but P2P links are un-managed from service providers. Service provider can't monior the bank circuit proactively as it is p2P link. Service provider will provide reactive support for P2P links. Bank has to monitor the link from their NMS and raise the ticket with service provider if any issue is identified in their monitoring system. Would request bank to understand standard offering in the market and make changes in RFP.	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
67	17	3.2.2g	The Bidder shall provide all the DNS services/ features as mentioned in functional specifications. Bidder shall share all the reports mentioned in functional specifications, manually or as auto generated e-mails on daily basis with Bank team or Bank designated team/officials. Bidder shall mitigate various audit points, Compliance points etc.	Request BOI to relax as DNS service is not part of Point to point / internet service.	As per RFP only , The Bidder needs to provide the DNS services for Internet link for which reporting is desirable. Please refer clause 3.2.2g page number 17 of RFP.
68	31	3.26.8 (b)	The System and/or Services covered under this bid are to be installed and commissioned within the period of Eight weeks from the date of order. No credit will be given to early deliveries. Maximum Liquidity Damage due to delay will be 10% of contract price of each types of links.	10% of the contract value of the link implies the annual recurring charge for the link or the total contract value of the link? What is the penalty applicable per week of delay?	As per RFP, No Change, contract value refer to 5 year amount

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69	31	3.26.8 (d)	If the Bank decides to relocate the existing live site, the Bidder has to make arrangement reinstallation including shifting of links within two weeks from the date of shifting letter/ Email intimation from the Bank, failing downtime will be included into SLA after completion of one week. The maximum cap of shifting charges will be one month rental of respective link.	The shifting charges shall be as per actuals/3 months of recurring charges. 1 month of recurring charges are not enough to recover the cost of shifting the links. Request the bank to also increase the shifting timelines from 2 weeks to 4 weeks. 2 weeks is insufficient time for shifting of links, since feasibility needs to be carried out as well, which may take time.	As per RFP, No Change.
70	49	4.15.1	The rental charges are payable on quarterly basis in arrear from the date of installation & acceptance by the Bank for the link ordered, installed and accepted by the Bank. The charges towards all items are payable within 45 days from the date of receipt of correct invoices with all required supporting documents.	Request the bank to change the payment terms to quarterly in advance with 30 day credit period.	As per RFP, No Change.
71	10		BOI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. BOI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.	Can any such amendment be made with prior notification to Bidders. BOI to remain liable for information provided under the RFP.	As per RFP, No Change.
72	11	3.32 Signing of Contract	After the award of the contract to the successful Bidder, contract or agreement has to be signed by the Bidder as per the RFP. The agreement has to be signed by the Bidder within 90 days from the date of award of the contract. Bidder has to prepare the contract or agreement as per the RFP and submit to the Bank for review, Bank will review the contract shared by the successful Bidder by engaging the Bank legal department. 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. After the final review done by Bank legal department successful Bidder has to do the final stamping and printing of the contract with no cost to the Bank and submit the duly signed contract to Bank. Bank will sign the contract or agreement and submit one copy of the contract or agreement to the successful Bidder and keep one copy for their internal record. Bidder should ensure contract or agreement should be completed under the above mentioned stipulated time. 3.32.3 Bank will process any kind of payment payable towards under this project to successful Bidder after the signing of agreement or contract with the Bank as per RFP and after the submission of Bank guarantee for the whole contractual period.	The final contract to be mutually agreed and closed between the parties	As per RFP, No Change.
73	39	4.5.1	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.	Suggest the Indemnification liability for IPR infringement be limited. Request inclusion of the following Clause. WITH RESPECT TO ALL CLAIMS INCLUDING INTELLECTUAL PROPERTY CLAIMS, BIDDER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE PO/ORDER GIVING RISE TO THE LIABILITY;	As per RFP, No Change.

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74	39	4.6.1; 4.6.2; 4.35 Inspection; 4.40-Right to Audit	<p>The Bank reserves the right to carry out pre-shipment inspection by a team of Bank officials, of any of the existing live installations of the Bidder referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in Bidder's office.</p> <p>4.6.2 The Bank's right to inspect, test and where necessary reject the services after the installation and commissioning of network after implementation at the destination shall in no way be limited or waived by reason of the services having previously being inspected, tested and passed by the Bank or its representative prior to the installation and commissioning</p> <p>4.6.4 Bank may visit the successful Bidders centralized NOC or HUB or POP or Location where Network equipment's are housed.</p>	Any audits are carried out only once in a calendar year with prior 30 days written notice inline to their service as per the mutually agreed Contract. All audit costs to be borne by Customer. Tata Communications does not allow it Customer to execute tools or run scripts in its shared infrastructure.	As per RFP, No Change.
75	44	4.7(h)	(h) Should any inspected or tested Deliverables fail to conform to the specifications the Bank may reject such Deliverables and the Bidder shall replace the rejected Deliverables with suitable Deliverables to meet specific requirements, at no additional cost to the Bank. Should the Bidder be unable to replace the rejected Deliverables within reasonable time frames, the Bidder shall be considered to be in a material breach of the Bidders obligations under this Agreement. Acceptance Testing shall be complete and the Deliverables shall be accepted by the Bank upon the Deliverables meeting the Acceptance Criteria.	Limited liability for all Service Defaults shall be Service Credits.	As per RFP, No Change.
76	51	4.19	<p>Assignments</p> <p>4.19.1 The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.</p>	Suggested to be mutually applicable	As per RFP, No Change.
77	54	4.23.2 Events of Termination	b) Without prejudice to any other remedy for breach of Contract, the Bank may terminate the Contract in whole or in part if The Bidder fails to provide the Deliverables and/or Services to the satisfaction of the Bank.	This is too broad. Suggested that termination can happen if there is a chronic failure of agreed specification repetively and termination to happen with appropriate notification and if the material breaches are not cured within 30 days of notification of such chronic failure	As per RFP, No Change.
78	60	4.30.8	4.30.8 The Bidder shall ensure to preserve all documents and data in accordance with the legal / regulatory obligations and the Bidder shall fulfil all statutory obligations.	Which exact records are to be preserved? We need an understanding of "data or records"	As per RFP, No Change.
79	60	4.31	<p>4.31 Patent Rights/Intellectual Property Rights</p> <p>In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.</p>	<p>Suggest the Indemnification liability for IPR Infringement be limited. Request inclusion of the following Clause.</p> <p>WITH RESPECT TO ALL CLAIMS INCLUDING INTELLECTUAL PROPERTY CLAIMS, BIDDER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE PO/ORDER GIVING RISE TO THE LIABILITY;</p>	As per RFP, No Change.

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80	63	4.37	<p>The Bidder has to indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and claim, suit or proceeding brought against the Bank by a third party as a result of:</p> <p>(a) An act or omission the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and/ or</p> <p>(b) Claims against the Bank and/or any legal proceedings made by employees AND/OR or other persons who are deployed by the Company and/or by any statutory/regulatory/ Govt. authority and/or</p> <p>(c) Breach of any of the material term of this Agreement and/or its Annexures AND/OR breach of any representation or warranty of the Company under this Agreement related to the scope of the RFP and/or contract, and/or</p> <p>(d) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract, and/or</p> <p>(e) Any breach of IPR violations by the Company on material if any supplied by Company.</p>	<p>We request to Cap our liability as follows" <i>With respect to all claims under this clause, Bidder shall in no event be liable in an Amount that exceeds in the Aggregate for all such liabilities or indemnities, with the most recent twelve (12) months fees collected by Bidder pursuant to applicable Order."</i></p>	<p>As per RFP, No Change.</p>
81	63	4.37.3	<p>4.37.3 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.</p>	<p>We request to Cap our liability as follows" <i>With respect to all claims under this clause, Bidder shall in no event be liable in an Amount that exceeds in the Aggregate for all such liabilities or indemnities, with the most recent twelve (12) months fees collected by Bidder pursuant to applicable Order."</i></p>	<p>As per RFP, No Change.</p>

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82	64	4.41	<p>Limitation of Liability:</p> <p>4.41.1 For breach of any obligation mentioned in this agreement, subject to clause 4.41.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.</p> <p>4.41.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Bank's related information to the extent of loss so caused.</p> <p>4.41.3 The limitations set forth herein shall not apply with respect to:</p> <p>i. claims that are the subject of indemnification pursuant to IPR infringement,</p> <p>ii. damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,</p> <p>iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>iv. when a dispute is settled by the Court of Law in India,</p> <p>v. loss occasioned by non-compliance of Statutory or Regulatory Guidelines.</p> <p>4.41.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 4.37) even if it has been advised of their possible existence.</p>	<p>We request to Cap our liability as follows" <i>With respect to all claims under this clause, Bidder shall in no event be liable in an Amount that exceeds in the Aggregate for all such liabilities or indemnities, with the most recent twelve (12) months fees collected by Bidder pursuant to applicable Order."</i></p> <p>For Service performance breach, liability to be capped at Service Credits agreed as per SLAs</p> <p>Indirect damages are not agreed for any loss including any 3rd party claims</p> <p>Suggested inclusion of: Notwithstanding any other provision hereof, neither party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. for any liability not excluded by the foregoing, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by supplier pursuant to the applicable po/order giving rise to the liability</p>	As per RFP, No Change.
83	54	4.23.2.e	The Bank may by written notice of 30 days sent to The Bidder, terminate the Contract, in whole or in part, at any time for its convenience. In such an event the notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of The Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	Termination for convenience is not acceptable. The bidder may have to incur significant investment in order to connect the sites, which may go unrecovered in case the bank decides to terminate the agreement.	As per RFP, No Change.
84	126	FORMAT 6.16 LITIGATION CERTIFICATE	FORMAT 6.16 LITIGATION CERTIFICATE (To be submitted on the Company's Letter Head)	We understand FORMAT 6.16 LITIGATION CERTIFICATE (To be submitted on the Company's Letter Head) to be signed by Bidder authorized signatory and not by CA.	As per RFP, No Change.
85	119	FORMAT 6.14 CONFORMITY TO ELIGIBILITY CRITERIA Point No. 19	The Bidder (including MSE) should have valid certifications(ISO 9001:2008 or ISO 27001/BS7799 and TL 9000)	We request customer to make TL 9000 OPTIONAL. And modify the clause as: The Bidder (including MSE) should have valid certifications(ISO 9001:2008 and or ISO 27001/BS7799, TL 9000 - Optional)	Please refer Corrigendum 1
86	16	3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	Bank has procured it's own public IP address range (both IPv4 and IPv6 addresses) and AS number. If The Bank decides to migrate to its own public IP then the Bidder shall have to make required configuration changes in it's network and provide required support for making Bank procured IPv4 and IPv6 public IPs workable for various applications on the proposed 155 MB Internet link and provide necessary support for IPv4 to IPv6 Migration as per business requirement without any extra cost to Bank during the contract period	Public IP,s not needed from ISP, Please clarify	As per RFP, No Change.
87	14	3.2. Broad Scope of Work:	Connectivity has to be with pure 1:1 contention ratio. Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be less than 40 msec.	Please share the Source and Destination details to check the Latency,	As per RFP, No Change. Ping response to be checked from BOI end CPE at DC to BOI end CPE at DR.

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88	14	For 3Gbps (Part-I of Format 6.3-Price Schedule) and 1Gbps Point to Point links (Part-II of Format 6.3-Price Schedule):	The Bidder shall be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End (till CPE) on 24x7x365 basis.	CPE under Bank scope or ISP Scope	As per RFP, No Change, Any cabling /cross connect required to make the solution workable is the responsibility of the Bidder without any extra cost to the Bank. The CPE will be under Bank's scope.
89	2	Page no : 2	For links required under redundant setup for each link type, primary link at central locations shall be from one vendor and secondary link shall be from another vendor selected as per RFP process.	Bidder need to provide secondary last mile from other Service Provider or Bank will place separate order to other service Provide, Please Clarify	As per RFP, No Change,Links are required in redundant setup,Services shall be procured from two different Bidders.
90	13	3.1.1	It is desirable that the proposed links should be reliable having high uptime, latency, packet loss and jitters as per the details mentioned in the RFP. The link should have proactive Monitoring and management for strict compliance with SLA. CPE shall be provided and managed by Bank/Bank's SI. Bidder shall provide required IPs for configuration and other related infrastructure to make the solution workable.	We will Proactively monitor the Link through our Mux Demarc point placed in your location, Please confirm it is mandatory to monitor your CPE	As per RFP, No Change.Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
91	39	4.6-Inspection and Quality Control Tests-	The Bank's right to inspect, test and where necessary reject the services after the installation and commissioning of network after implementation at the destination shall in no way be limited or waived by reason of the services having previously being inspected, tested and passed by the Bank or its representative prior to the installation and commissioning	RJIL would like to know the number of days required by BOISL for inspection from date of job completion? RJILs allowable period for testing of equipments is 14 days from date of completion	As per RFP, No Change.
92	42	4.7 (d)- Deliverables	Bidder has to deliver and commission the link up to the Bank CPE at Bank's central locations at CBD Belapur, and Bank's central location at Bengaluru sites respectively. All required cabling should be done by the selected Bidder only.	If CPE services are within our scope, we request BOISL to allow RJIL for charging CPE rental from an Entity other than RJIL. Hence BOISL will receive separate invoices	As per RFP, No Change.
93	47	4.12.1- Penalty for Downtime	During the contract Period, Bidder should guarantee an Uptime of 99.90% for DC-DR point to point 3Gbps & 1Gbps links and 99.50% for 155 Mbps and 100Mbps Internet links at BKC on monthly basis for the proposed End to End solution. Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware. If the uptime is below 99.90% for DC-DR point to point 3Gbps & 1Gbps links and 99.50% for 155 Mbps & 100 Mbps Internet links at BKC, the Bank shall deduct a penalty from the monthly rental payment, which will be @ 1% of cost of monthly rental per link for every 0.02% or part thereof of reduction in the uptime. Penalty for downtime during monthly rental calculation shall be capped at 100% of monthly rental cost of defaulted link for the respective month. However, if uptime is less than 97.90% for DC-DR point to point 3Gbps & 1Gbps links and 97.50 % for 155 Mbps & 100 Mbps Internet links for any three months in a year, the Bank shall have full right to terminate the contract if Bank desire.	1. Penalty for downtime appears to be substantially high and cannot be agreed to. Acceptable penalty for RJIL can be as follows: If the monthly uptime is below 99.90%, the BOISL shall deduct a penalty of @1% of monthly rental payment cost of defaulted services/links/equipment sat location/site for every 1% or part thereof reduction in the uptime. 2. Additionally, the maximum penalty for downtime should be capped at a maximum of 10% of the monthly charges. Request BOISL to revise the clause accordingly	As per RFP, No Change.
94	49	4.15- Payment	The rental charges are payable on quarterly basis in arrear from the date of installation & acceptance by the Bank for the link ordered, installed and accepted by the Bank. The charges towards all items are payable within 45 days from the date of receipt of correct invoices with all required supporting documents.	Request BOISL to note that In absence of payment as per agreed timelines by BOISL, JIO shall have right to suspend the services along with levy of penal charges.	As per RFP, No Change.

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95	52	4.21-Liquidated Damages	<p>If the Bidder fails to install and commission the link as per scheduled times i.e. eight weeks, the Bidder will be liable to pay a sum of 0.5 % of the total order value for five years for the link per week or part thereof. If the delay period is 3 days or more than 3 days, it will be treated as one full week. Maximum Liquidity Damage due to delay will be 10% of total contract price of 05 years of the link.</p> <p>4.21.2 If the Bidder fails to upgrade the links after intimation/PO as per timelines under this RFP, the bank shall impose Penalty of Rs.500/- (Rupees Five Hundred only) per day per link. Maximum Liquidity Damage due to delay will be 10% of total contract price of 5 years of the link.</p> <p>4.21.3 All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on the cumulative LD shall be 10% of the total rental charges of respective link for the whole contractual period of 5 years.</p>	Request BOISL to provide a cure period to rectify the breach before levying liquidated damages. Also request BOISL to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	As per RFP, No Change.
96	55	4.23.2 (g) (ii)- Termination for Convenience	The Bank may, at any point during the currency of this contract may terminate the contract 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.	<p>1. In case of termination of contract by BOISL without cause or for convenience, BOISL shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider as mutually agreed between BOISL and Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request BOISL to revise the clause accordingly.</p> <p>2. Under what conditions will the Contractor be able to terminate the contract from their end?</p>	As per RFP, No Change.
97	NA	Not in RFP	General Query	Request BOISL to note that in case of DDOS, BOISL may get 2 separate invoices for same period from two separate entities i.e JPL and RJIL. RJIL therefore seeks flexibility in RFP that associated entities of RJIL may bill DDOS	Not Applicable.
98	39	Clause no 4.5.1	Patent rights- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.	We understand that the type of services being provided under the RFP does not involve provision of any IP rights. However, in the event there any equipments provided under the RFP, then the said patent infringement provision to be restricted to the equipments only and to the extent provided to the bidder by the OEMs. Kindly confirm this understanding.	As per RFP, No Change.
99	39	Clause no 4.6.4	Bank may visit the successful Bidders centralized NOC or HUB or POP or Location where Network equipment's are housed.	Request customer to clarify and share the detailed scope of such inspection including risk parameters proposed to be adopted. We also request to avoid any inspection at the premises, which may be outside the scope of the services under RFP.	As per RFP, No Change.
100	40	Clause no 4.6.5(iv)	No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to any devices, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules / sections will be allowed. The Bidder shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test specified.	We understand that hardware and software are not applicable as part of the services being provided under this RFP. Hence the current provision and the subsequent one which involves provision of hardware and software are not applicable. Kindly confirm this understanding.	As per RFP, No Change.

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Dated 16th October 2021					
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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
101	41	Clause no 4.6.9	The Bidder shall provide complete legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Bidder shall also provide to the Bank licensed software for all software products, whether developed by it or acquired from others. The Bidder shall indemnify the Bank against the levies/penalties if any on account of any default in this regard.	We understand that hardware and software are not applicable as part of the services being provided under this RFP. Hence the current provision which involves provision of hardware and software are not applicable. Kindly confirm this understanding.	As per RFP, No Change. Bidder needs to monitor their on-premises device proactively for point to point link in case of any outage observed and integrate with Bank NMS tool.
102	41	Clause no 4.6.11	The Bank and RBI and any Agencies engaged by the Bank and/or RBI shall be authorized to make inquiries and audit the Bidder's compliance with the provisions of this RFP and the Bidder agrees to provide the Bank with such information and access for audit as requested for by the Bank and / or RBI. At all times the Bank and / or RBI shall have the right to inspect the premises, books and records of the Bidder directly or through its representatives. All Bidder's records with respect to any matters covered by this RFP and / or as may be required by RBI and / or the Bank shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. If the Bank permits the Bidder to outsource any of the activities under this RFP which shall always be in writing, the Bidder shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter-alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and any Agencies engaged by the Bank and / or by the RBI. Bidder is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Bidder.	Requesting bank to issue to clarification as to the scope of the Audit. If Bank reserve the right to audit at bank premises or Bidder premises? Also does such an audit include audit of the book of accounts? Audit of book of accounts, premises, systems etc. of Bidder are not acceptable owing to confidentiality obligations with other customers.	As per RFP, No Change.
103	46	Clause no 4.1	Insurance	As a corporate we have the insurance as required under the applicable law. We understand that the same may apply for the sake of this RFP. Kindly confirm.	As per RFP, No Change.

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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
104	47	Clause no 4.12	Penalty	<p>Requesting Customer to please add exclusions to Service Levels as follows:</p> <p>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:</p> <ul style="list-style-type: none"> I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of the Bidder in case 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 Bidder 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 Bidder's 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 Bidder, xii. Force Majeure Events, xiii. Customer scheduled maintenance, 	As per RFP, No Change.
105	53	Clause no 4.23.1.	Cancellation of the Contract:	The current clause is too broad and allows the contract to be cancelled for a single event of breach. Request you to limit the cancellation to non performance of 3 consecutive SLA measurement periods and where the bidder fails to rectify the breach even after a prior written notice of 30 days and voluntary liquidation only. Kindly confirm.	As per RFP, No Change.

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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
106	54	Clause no 4.23.2	Events of Termination	<p>While, the point (a) of the said clause can be agreed with, however for the below mentioned conditions, there may be need for immediate termination. Such conditions includes right to terminate the agreement either in part or in full (i) in case of failure to pay any undisputed payments or (ii) in case of regulatory breach pursuant to which a direction from regulatory authorities are issued for termination and or suspension of services.</p> <p>Further, termination by the bank can happen cancellation to non performance of 3 consecutive SLA measurement periods and where the bidder fails to rectify the breach even after a prior written notice of 30 days.</p> <p>Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services.</p> <p>In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p> <p>Further, since there are indemnities, penalties, forfeiture of PBG already part of the contract, request you to delete the risk purchase provision.</p> <p>Kindly confirm.</p>	As per RFP, No Change.
107	56	Clause no 4.23.3	Exit from Contract:	<p>The current clause is too broad and allows the contract to be cancelled for a single event of breach. Request you to limit the cancellation to non performance of 3 consecutive SLA measurement periods and where the bidder fails to rectify the breach even after a prior written notice of 30 days . Further, since there are indemnities, penalties, forfeiture of PBG already part of the contract, request you to delete the risk purchase provision. Kindly confirm.</p>	As per RFP, No Change.
108	57	Clause no 4.24	Resolution of Disputes- In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator, to be appointed by the bank and the vendor by mutual consensus. If Bank and Vendor cannot agree upon appointing a Sole Arbitrator, then the parties shall be at liberty to approach competent Court of law for adjudication of disputes.	<p>For the part of the clause which has been reproduced, requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996. Also, same is contradictory to the preceding sentence which states that the sole arbitrator shall mutually agreed upon between the Vendor and Bank. Request you to modify.</p> <p>Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator..</p> <p>In the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd (“Perkins”)[1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 (“Act”), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.</p> <p>Also, request you to allow such arbitration till the limitation period as specified in the Arbitration and Conciliation Act.</p>	As per RFP, No Change.

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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
109	60	Clause no 4.30.2	The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	Request you to modify as below: The Bidder will abide by the job safety measures prevalent in India and to the extent applicable to the Bidder and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is proved by the competent court as attributable to the Bidder's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	As per RFP, No Change.
110	60	Clause no 4.30.5	The Bidder shall not sub contract or outsource any work related to this contract without specific written consent of the Bank and the Bank may at its discretion refuse to give such consent.	While we understand that core telecom facilities cannot be subcontracted, ancillary activities like call center etc. may have to be subcontracted. Further, does subcontracting to an affiliate which is under the same mangement and control also require consent of the bank.	As per RFP, No Change.
111	60	Clause no 4.31	Patent Rights/Intellectual Property Rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.	We understand that the type of services being provided under the RFP does not involve provision of any IP rights. However, in the event there any equipments provided under the RFP, then the said patent infringement provision to be restricted to the equipments only and to the extent provided to the bidder by the OEMs. Kindly confirm this understanding.	As per RFP, No Change.
112	62	Clause no 4.35	Inspection Bank may visit the successful Bidders centralized NOC, HUB, POP, or Location where MPLS Network equipment's are housed.	Request customer to clarify and share the detailed scope of such inspection including risk pararmeters proposed to be adopted. We also request to avoid any inspection at the premises, which may be outside the scope of the services under RFP.	As per RFP, No Change.
113	62	Clause no 4.36	Arrangements for Business continuity to the Bank	Since there are indemnities, penalties, forfeiture of PBG already part of the contract, request you to delete the risk purchase provision. Kindly confirm.	As per RFP, No Change.

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114	63	Clause no 4.37.1	The Bidder has to Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to and/or resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of: (a) An act or omission the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and/ or (b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Company and/or by any statutory/regulatory/ Govt. authority and/or (c) Breach of any of the material term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement related to the scope of the RFP and/or contract, and/or (d) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract, and/or (e) Any breach of IPR violations by the Company on material if any supplied by Company.	Request you to modify as below: The Bidder has to Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to and/or resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of: (a) An negligent act or wilful omission the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement while at the Bank's premises which causes death or damage to property of the Bank to the extent of court awarded damages and/ or (b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Company for non payment of wages by the Company and/or by any statutory/regulatory/ Govt. authority and/or (c) Breach of any of the material term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement related to the scope of the RFP and/or contract, and/or (d) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract, and/or (e) Any breach of IPR violations by the Company on material if any supplied by Company. Bank agrees to indemnify and hold harmless the Company for any breach arising due to violation of laws, regulatory violations	As per RFP, No Change.
115	63	Clause no 4.37.4	The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.	We understand that hardware and software are not applicable as part of the services being provided under this RFP. Hence the current provision which involves rectification of hardware and software are not applicable. Kindly confirm this understanding.	As per RFP, No Change.
116	64	Clause no 4.4	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 this RFP.	Requesting bank to issue to clarification as to the scope of the Audit. If Bank reserve the right to audit at bank premises or Bidder premises? Also does such an audit include audit of the book of accounts? Audit of book of accounts, premises, systems etc. of Bidder are not acceptable owing to confidentiality obligations with other customers.	As per RFP, No Change.
117	67	Clause no 4.43.2	Notwithstanding anything contained herein the Bidder shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties, human resources and obligations under the Contract, except with the Bank's prior written consent and if so permitted on such terms and conditions as may be stipulated by the Bank. The Bank shall be within its absolute right at its sole discretion to refuse / deny approval & give consent and the same shall not be challenged by the Bidder.	While we understand that core telecom facilities cannot be subcontracted, ancillary activities like call center etc. may have to be subcontracted. Further, does subcontracting to an affiliate which is under the same magement and control also require consent of the bank.	As per RFP, No Change.

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118	68	Clause no 4.43.3	The Bank and/or the RBI shall be authorized to make inquiries and audit the Sub-Contractors compliance with its obligations and the Bidder agrees to provide the Bank with such information and access for audit of the Sub-Contractors, as requested for by the Bank and/or RBI. 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. All Bank's/ Sub-Contractor's records with respect to any matters covered by this Agreement and/or as may be required by RBI and/or the Bank shall be made available to the Bank or its designees as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Bidder shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor. The Bidder is aware that any failure to permit inspection may result in RBI imposing fine/penalty and all such amounts shall be paid by the Bidder.	Requesting bank to issue to clarification as to the scope and parameters of the Audit. Also does such an audit include audit of the book of accounts? If any affiliate is a subcontractor will it also be subject to the same audit.	As per RFP, No Change.
119	68	Clause no 4.43.5	The Bidder shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties and obligations under the Contract, or change its constitution except on the Bank's prior written consent.	Kindly clarify the meaning of change in constitution. We understand that internal changes within the same holding parent are out of the purview of this clause.	As per RFP, No Change.
120	68	Clause no 4.43.6	Right to audit subcontractors	Requesting bank to issue to clarification as to the scope and parameters of the Audit. Also does such an audit include audit of the book of accounts? Any particular parameter for inspection of the premises of the subcontractor. If any affiliate is a subcontractor will it also be subject to the same audit.	As per RFP, No Change.
121	69	Clause no 4.45	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.
122	71	Clause no 4.47 (a)	Representations and Warranties by the Bidder	There is no permanent deployment of resources and hence the labour law related provisions will not apply. Kindly confirm. The intellectual property infringement warranty to be limited only to equipments since they do not apply to the type of services being provided under the RFP. Requesting bank to issue to clarification as to the scope of the Audit. If Bank reserve the right to audit at bank premises or Bidder premises? Also does such an audit include audit of the book of accounts? Audit of book of accounts, premises, systems etc. of Bidder are not acceptable owing to confidentiality obligations with other customers. Information on mergers and acquisitions are confidential and it may not be possible to intimate the bank prior to such events but same may be intimated on conclusion of such an event.	As per RFP, No Change.
123	84	Clause no Format 6.2	NON-DISCLOSURE AGREEMENT	Request you to make the agreement mutual to protect information shared by the bidder and add exceptions to confidentiality like confidential information in public domain, independently developed, to be disclosed to statutory authorities or competent courts	As per RFP, No Change.
124	97	Clause no Format 6.5- Clause 3	CONTRACT FORM	Bank shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement. Request you to add reference to the said document in the said clause	As per RFP, No Change.

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125	111	Clause no Format 6.12-Pre Integrity Pact-3.12	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.	Request the Compliance be restricted to key employees of the Bidder who are directly involved in the preparation and submission of the Bid . If the Bidder is alarge organisation , it would be difficult to identify any relative of the officers of the Buyer who are employed by the Bidder .	As per RFP, No Change.
126	116	Clause no Format 6.12-Pre Integrity Pact-7	Fail Clause-The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Since the price determined is through a competitive bidding process , fail clause provisions may not be applicable . Hence request to modify or delete the clause as not applicable .	As per RFP, No Change.
127	130	Clause no Format 6.19	Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	Since the scope of work involves provision of services and there is no invoicing of equipment by the Bidder, we understand that the compliance requirements regarding the public procurement orders on entities which are sharing land border with India, shall be restricted to the Bidder only . Kindly confirm.	As per RFP, No Change.
128	NA	Not in RFP	General Query	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.	Not Applicable.
129	12	1,2	Provide 3/1Gbps L2 P2P link	Is Service provider need to provide access port or Trunk port. Is SP need to provide QinQ feaure for passing multiple VLAN. Is Multicast need to be enabled on L2 P2P link.	As per RFP, No Change.
130	12	1,2	Provide 3/1Gbps L2 P2P link:1 No (one Service Provider) + 1 No (from other Service Provider)*	As per our understanding One SP will provide one link and another SP who bid RFP shall provide another link by matching L1 price. Each SP scope is limited to one link only.	As per RFP, No Change, Bank will procure one 3Gbps link from L1 vendor and L2 has to match the price of L1 vendor for second 3Gbps link.Both service providers should be separate.
131	12	3	155Mbps/100 Mbps ILL	As per our understanding One SP will provide one link and another SP who bid RFP shall provide another link by matching L1 price. Each SP scope is limited to one link only.	As per RFP, No Change, Bank will procure one 155Mbps link from L1 vendor and L2 has to match the price of L1 vendor for second 155Mbps link. Both service providers should be separate.
132	14	3.2 e	The Bidder needs to integrate all their links with Bank's owned Network Monitoring & Automation Tool (BMC Entuity & Truesight Network Automation). Bidder should integrate their ticketing tool with Bank's owned ticketing tool (BMC Remedy) via Email/API for call lodging	Integration to BOI BMC is subjected to compatibility of SP and BOI Appl.	As per RFP, No Change.
133	15	3.2 i	Bank will use these links for the Mission Critical Purposes so Bidder shall make all the arrangement to achieve near zero ping/packet drops in the link.	Kindly consider Packet (PE-PE) <=1%	As per RFP, No Change.

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134	15	3.2 m	Bidder shall extend access of a portal to Bank designated team where ticket logging and ticket status can be viewed and done. Bidder should ensure all required configuration and interface are provided during the required integration to Bank's NMS and ticketing tool. This integration is to be implemented by the selected Bidder at no extra cost to the Bank.	NMS is dedicated for SP Noc and can not be shared with customer. Request to kindly remove NMS integratoin requirement	As per RFP, No Change.
135	16	3.2.2 g	The Bidder shall provide all the DNS services/ features as mentioned in functional specifications.	Kindly consider under optional requirement.	As per RFP, No Change,These reports are desirable and not mandatory.
136	17	3.2.2 i	If the Bidder is already having portal for proactive monitoring of Bank of India deliverables/ links, the integration of links under this RFP may be done by the same portal with alert mechanism after consent from Bank	For pro active monitoring Bank need to provide SNMP RW access with loop back IP.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
137	14		The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link and an e-mail and SMS has to be sent to Bank by the successful Bidder. Authorized Email address and contact no. will be given to the successful Bidder. The downtime will be logged the moment the link goes down. The Bidder is to provision additional infrastructure (equipment and / or link) if required to ensure that the management & proactive management of the link is complied with as specified in the RFP.	Kindly accept communicatoin mediam as E-mail/SMS	As per RFP, No Change.
138	48	4.12.3	(Acceptable latency for 3Gbps & 1Gbps Point to Point links <40ms and for 155 Mbps & 100Mbps internet links<10ms)	For Point to Point kindly consider POP to POP latency of 80ms	As per RFP, No Change.
139	48	4.12.3	(Acceptable latency for 3Gbps & 1Gbps Point to Point links <40ms and for 155 Mbps & 100Mbps internet links<10ms)	For ILL kindly consider PE-CE latency <=10ms	As per RFP, No Change.
140	61	4.32 c	Uptime: 99.90% for DC-DR point to point 3Gbps & 1Gbps links	Kindly consider uptime of 99.5%/link	As per RFP, No Change.
141	77	18	The network should allow routing the traffic of any server which is kept in Bank environment without any change of the IP address with IP Sec 3DES/AES encryption (wherever applicable).	Globally only /24 IP can be announced. Encrypt shall be taken care by BOI	As per RFP, No Change.
142	77	21	Bidder shall mitigate various audit points, Compliance points at no cost to the Bank within 1 week as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period (as applicable).	We have own Infosec team who look after our network. Request Bank to take necessary changes at CPE level.	As per RFP, No Change.
143	78	5.2	DNS Specifications for 155 Mbps and 100 Mbps Internet Links	Kindly keep it as optional requirement	As per RFP, No Change,These reports are desirable and not mandatory.
144	137	6.23	We undertake that during support Period we will maintain an Uptime of 99.99 % for point to point links and /or 99.50 % for internet links on monthly basis for the entire/core solution proposed	Kindly consider uptime of 99.5%/link	As per RFP, No Change.
145	23	3.12.1 (d)	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	GST is subject to the government decision	As per RFP, No Change.

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Sr. No.	RFP Page Number	RFP Clause No.	RFP Clause	Clarification Sought	Bank Remarks
146	26	3.17.3	The Bank shall have the right to place the order to either single or multiple locations, for all locations or new locations which can be spread over the contract period of five years from the date of award of contract. The Bank shall have the right at its absolute discretion to place further orders on the selected Bidder for future requirement on the rates finalized for various items and services during the period of contract such orders, if any, shall be governed by this RFP and agreed terms.	The new locations pricing will be subject to the feasibility	As per RFP, No Change.
147	31	3.,26.8 (d)	If the Bank decides to relocate the existing live site, the Bidder has to make arrangement reinstallation including shifting of links within two weeks from the date of shifting letter/ Email intimation from the Bank, failing downtime will be included into SLA after completion of one week. The maximum cap of shifting charges will be one month rental of respective link.	shifting should allow atleast 4 week of time, subject to the feasibility at new location	As per RFP, No Change.
148	43	4.7 (.e)	Selected Bidder has to submit a declaration stating that rates offered are valid for a period of 5 years from the date of first purchase order issued by Bank. Bank may use the above mentioned quotes for placing order for delivery of new links till the validity of project.	Price for the new locations would be subjected to feasibility	As per RFP, No Change.
149	47	4.12.1	During the contract Period, Bidder should guarantee an Uptime of 99.90% for DC-DR point to point 3Gbps & 1Gbps links and 99.50% for 155 Mbps and 100Mbps Internet links at BKC on monthly basis for the proposed End to End solution. Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware. If the uptime is below 99.90% for DC-DR point to point 3Gbps & 1Gbps links and 99.50% for 155 Mbps & 100 Mbps Internet links at BKC, the Bank shall deduct a penalty from the monthly rental payment, which will be @ 1% of cost of monthly rental per link for every 0.02% or part thereof of reduction in the uptime. Penalty for downtime during monthly rental calculation shall be capped at 100% of monthly rental cost of defaulted link for the respective month. However, if uptime is less than 97.90% for DC-DR point to point 3Gbps & 1Gbps links and 97.50 % for 155 Mbps & 100 Mbps Internet links for any three months in a year, the Bank shall have full right to terminate the contract if Bank desire.	Standard SLA and Penalty to offer.	As per RFP, No Change.
150	12	1,2	Provide 3/1Gbps L2 P2P link	Is Service provider need to provide access port or Trunk port. Is SP need to provide QinQ feaure for passing multiply VLAN.	As per RFP, No Change.
151	12	1,2	Provide 3/1Gbps L2 P2P link:1 No (one Service Provider) + 1 No (from other Service Provider)*	As per our understanding One SP will provide one link and another SP who bid RFP shall provide another link by matching L1 price. Each SP scope is limited to one link only.	As per RFP, No Change, Bank will procure one 3Gbps link from L1 vendor and L2 has to match the price of L1 vendor for second 3Gbps link.Both service providers should be separate.
152	14	3.2 e	The Bidder needs to integrate all their links with Bank's owned Network Monitoring & Automation Tool (BMC Entuity & Truesight Network Automation). Bidder should integrate their ticketing tool with Bank's owned ticketing tool (BMC Remedy) via Email/API for call lodging	Integratoin to BOI BMC is subjected to compatibility of SP and BOI Appl.	As per RFP, No Change.

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153	17	3.2.2 m	The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link and an e-mail and SMS has to be sent to Bank by the successful Bidder. Authorized Email address and contact no. will be given to the successful Bidder. The downtime will be logged the moment the link goes down. The Bidder is to provision additional infrastructure (equipment and / or link) if required to ensure that the management & proactive management of the link is complied with as specified in the RFP.	Kindly accept communicatoin mediam as E-mail/SMS	As per RFP, No Change.
154	48	4.12.3	(Acceptable latency for 3Gbps & 1Gbps Point to Point links <40ms and for 155 Mbps & 100Mbps internet links<10ms)	for ILL kindly consider PE-CE latency <=10ms	As per RFP, No Change.
155	77	22	Bidder shall take prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period (as applicable).	We have own Infosec team who look after our network. Request Bank to take necessary changes at CPE level.	As per RFP, No Change.
156	3.2.2	S	Any cabling /cross connect required to make the solution workable need to be arranged by the Bidder without any extra cost to the Bank.	1. Vi will complete the cross-connect if the DC own by BOI. For third party DC/DR cross connect must cover in the business case. 2. The same floor cabling within the range 1-50M. 3. For underfloor cabling BOI need to provide their own staff	As per RFP, No Change. Cross connect is in bidder scope
157	3.26.8	b	Delivery Schedule: The System and/or Services covered under this bid are to be installed and commissioned within the period of Eight weeks from the date of order. No credit will be given to early deliveries. Maximum Liquidity Damage due to delay will be 10% of contract price of each types of links.	1. 8 weeks delivery timelines is acceptable for all pole and fiber cases subjected to clear permission from local branch manager and landlord	As per RFP, No Change.
158	3.26.8	d	Shifting of Links: If the Bank decides to relocate the existing live site, the Bidder has to make arrangement reinstallation including shifting of links within two weeks from the date of shifting letter/ Email intimation from the Bank, failing downtime will be included into SLA after completion of one week. The maximum cap of shifting charges will be one month rental of respective link. If there is a requirement of shifting of link within the same premises, the Bidder has to complete the activity without any charge to the Bank in all respects.	1. Shifting og ONNET UBR link okay within two weeks subjected to clear work permission from Branch manager and landlord	As per RFP, No Change.
159	3.26.8	e	Upgradation of link: After receiving the intimation from Bank by way of letter or e-mail, Bidder has to upgrade the requested link bandwidth. Bandwidth upgradation activity should be completed within four weeks from the intimation given by bank.	1. The BW upgradation will happen within the week 4 weeks subejected to the amount of BW requested. Because for higher BW sometime entire infra needs to be changed.	As per RFP, No Change.
160	8	1 INVITATION TO BID	2. Monitoring and management of all links for strict compliance with SLA (Service Level Agreement) as mentioned herein this RFP.	Please confirm SNMP-RW access, creation of logical interface & use of loopback IP from management network (100.64.0.0/10) on the devices terminating this link is available for bidder's remote noc for monitoring & management of the links.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
161	8	1 INVITATION TO BID	3. Comprehensive reports preferably on portal should be available for monitoring the performance, availability and uptime of network by the Bidder.	If remote SNMP-RW access is not feasible, bidder will be able to monitor the links from Belapur MMR Mux/SW to Bangalore MMR Mux/SW only. This will exclude the cross connect & terminating device (CPEs) from performance, availability & uptime calculations. Please confirm.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
162	12	Part A. INTRODUCTION	3 Gbps Link from Bank's central location at CBD Belapur to Bank's central location at Bengaluru for Domestic segment Layer 2 Point to Point Links 1 No (one Service Provider) + 1 No (from other Service Provider)*	Will bank select 2 links from L1 & L2 bidder based on commercials or same bidder has propose both links (from different service providers)?	As per RFP, No Change,Links are required in redundant setup,Services shall be procured from two different Bidders.

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163	12	Part A. INTRODUCTION	1 Gbps Link from Bank's central location at CBD Belapur to Bank's central location at Bengaluru for RRB Layer 2 Point to Point Links 1 No (one Service Provider) + 1 No (from other Service Provider)*	Will bank select 2 links from L1 & L2 bidder based on commercials or same bidder has propose both links (from different service providers)?	As per RFP, No Change,Links are required in redundant setup,Services shall be procured from two different Bidders.
164	12	Part A. INTRODUCTION	155 Mbps Internet Link at Bank's central Head Office, BKC Internet Links 1 No (one Service Provider) + 1 No (from other Service Provider)*	Will bank select 2 links from L1 & L2 bidder based on commercials or same bidder has propose both links (from different service providers)?	As per RFP, No Change,Links are required in redundant setup,Services shall be procured from two different Bidders.
165	14	3.2. Broad Scope of Work: 3.2.1 For 3Gbps (Part-I of Format 6.3-Price Schedule) and 1Gbps Point to Point links (Part-II of Format 6.3-Price Schedule):	b) Connectivity has to be with pure 1:1 contention ratio. Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be less than 40 msec.	Request to consider the latency of 50 msec for Bangalore DR to New DC link as it is Intracity link	As per RFP, No Change.
166	14	3.2. Broad Scope of Work: 3.2.1 For 3Gbps (Part-I of Format 6.3-Price Schedule) and 1Gbps Point to Point links (Part-II of Format 6.3-Price Schedule):	c) The Bidder shall ensure the required bandwidth availability all the time. Suitable reports for the bandwidth monitoring should be given to the Bank on monthly basis to enable us to assess the bandwidth requirement. Bidder should have the mechanism to provide the utilization as and when sought by the Bank. Bidder has also to ensure that link utilization must be available from the date of commissioning the link.	Since the link is point-to-point & bandwidth testing will be disruptive, please confirm whether the bandwidth utilization report is sufficient.	As per RFP, No Change.
167	14	3.2. Broad Scope of Work: 3.2.1 For 3Gbps (Part-I of Format 6.3-Price Schedule) and 1Gbps Point to Point links (Part-II of Format 6.3-Price Schedule):	d) The Bidder shall be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End (till CPE) on 24x7x365 basis.	Please confirm on SNMP-RW access to the CPE routers for monitoring & management. Also confirm on permission to configure logical interface & use of loopback IP from management network (100.64.0.0/10) on the devices terminating this link is available for bidder's remote noc for monitoring & management of the links.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
168	16	3.2. Broad Scope of Work: 3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	c) The Bidder will provide 50 IPv4 and 50 IPv6 public address for 155 Mbps Internet Link and 6 IPv4 and 6 IPv6 public address for 100Mbps Internet link at no extra cost to bank.	Please confirm on the IPv4 & IPv6 quantity mentioned is for LAN block.	As per RFP, No Change.
169	17	3.2. Broad Scope of Work: 3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	g) The Bidder shall provide all the DNS services/ features as mentioned in functional specifications.	Request to remove this clause as bidder's DNS server does not maintain these report information. Same can be provisioned through 3rd party services. Please confirm whether 3rd party DNS services are ok for providing these reports.	As per RFP, No Change,These reports are desirable and not mandatory.

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170	17	3.2. Broad Scope of Work: 3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	l) The Bidder shall ensure the required bandwidth availability all the time. Suitable reports for the bandwidth monitoring should be given to the Bank on monthly basis to enable us to assess the bandwidth requirement.	Bandwidth testing will be disruptive, please confirm whether the bandwidth utilization report is sufficient.	As per RFP, No Change.
171	17	3.2. Broad Scope of Work: 3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	m) The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis.	Please confirm on SNMP-RW access to the CPE routers for monitoring & management. Also confirm on permission to configure logical interface & use of loopback IP from management network (100.64.0.0/10) on the devices terminating this link is available for bidder's remote noc for monitoring & management of the links.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
172	18	3.2. Broad Scope of Work: 3.2.2 For 155 Mbps (Part III of Format 6.3 Price Schedule) and 100 Mbps Internet links (Part IV of Format 6.3 Price Schedule):	p) Bank has procured it's own public IP address range (both IPv4 and IPv6 addresses) and AS number. If The Bank decides to migrate to its own public IP then the Bidder shall have to make required configuration changes in it's network and provide required support for making Bank procured IPv4 and IPv6 public IPs workable for various applications on the proposed 155 MB Internet link and provide necessary support for IPv4 to IPv6 Migration as per business requirement without any extra cost to Bank during the contract period.	Minimum IPv4 network size will be /24 & IPv6 network size will be /48 which will be advertised to upstream providers. Please confirm whether Bank's own public IP address range (both IPv4 and IPv6 addresses) is as per the size mentioned.	As per RFP, No Change.
173	31	3.26 Evaluation and Comparison of Price Bids 3.26.8 For factors retained in the Bid, one or more of the following quantification methods will be applied:	(b) Delivery Schedule: The System and/or Services covered under this bid are to be installed and commissioned within the period of Eight weeks from the date of order.	Request to change the installation & commissioning timeline as 16 weeks from the date of order as there might be requirement for new telecom equipment shipment & deployment.	As per RFP, No Change.
174	32	PART F AWARD OF CONTRACT 3.28 Post-qualification	3.28.2 If Lowest (L1) Bidder fails to execute the order or fails to meet the terms and conditions of the RFP, Bank will be free to award the contract to Second Lowest (L2) Bidder on the same terms at which the contract was awarded to Lowest (L1) Bidder and so on.	Please confirm whether both P2P & internet links will be ordered to L1 bidder or one link to L1 bidder and the second link to L2 bidder meeting the same terms at which the contract was awarded to Lowest (L1) Bidder.	As per RFP, No Change, Links are required in redundant setup, Services shall be procured from two different Bidders.
175	4	4.12 Penalty : 4.12.1 Penalty for downtime:	During the contract Period, Bidder should guarantee an Uptime of 99.90% for DC-DR point to point 3Gbps & 1Gbps links and 99.50% for 155 Mbps and 100Mbps Internet links at BKC on monthly basis for the proposed End to End solution.	Request to change the uptime of 3Gbps & 1Gbps links to 99.50% however cumulative site uptime can be 99.90% considering 2 links (one each from L1 and L2 bidder).	As per RFP, No Change.

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176	48	4.12 Penalty : 4.12.3 Latency	Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should not exceed latency specified in scope of Work. (Acceptable latency for 3Gbps & 1Gbps Point to Point links <40ms and for 155 Mbps & 100Mbps internet links<10ms)	Request to consider the latency of 50 msec for Bangalore DR to New DC link as it is Intracity link	As per RFP, No Change.
177	61	4.32 Service Level Agreement (SLA)	c) Uptime: 99.90% for DC-DR point to point 3Gbps & 1Gbps links. Service Level Agreement (SLA) uptime shall be 99.90% for DC-DR point to point 3Gbps & 1Gbps links on monthly basis with contracted bandwidth.	Request to change the uptime of 3Gbps & 1Gbps links to 99.50% however cumulative site uptime can be 99.90% considering 2 links (one each from L1 and L2 bidder).	As per RFP, No Change.
178	74	4.49 System maintenance and support	4.49.1 The Bidder should fix all the problems and provide and implement upgrades during the contract period free of cost.	Please confirm on the upgrades mentioned in this clause is only with regards to the firmware upgrades on telecom equipments and not the link bandwidth. Link bandwidth upgrades involve cost for upgrading the bandwidth.	As per RFP, No Change.
179	75	5 TECHNICAL & FUNCTIONAL SPECIFICATION 5.1 Generic Specifications for 3Gbps and 1Gbps Point to Point Links	1. The Bidder has to submit full details of his managed backbone infrastructure covering technical design and architecture, capabilities (convergence of voice/video/ data etc.), redundancy features (Multi Bidder backbone, Multiple NOCs, bandwidth details including flexibility and scalability features), and security features as IP Sec 3DES/AES encryption end to end.(if applicable).	Proposed link is point-to-point and has capability to carry payloads with IP Sec 3DES/AES encryption end to end. However bidder's equipment does not support & participate in IPsec encryption/decryption. IPSec configurations shall be done on Bank's CPE routers. Please confirm.	As per RFP, No Change.
180	75	5 TECHNICAL & FUNCTIONAL SPECIFICATION 5.1 Generic Specifications for 3Gbps and 1Gbps Point to Point Links	6. Bidder should ensure that End-to-End QoS offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. wherever applicable.	Proposed link is point-to-point and has capability to carry payloads with QoS marking end to end. However bidder's equipment does not support & participate in QoS marking or prioritization. QoS marking or prioritization configurations shall be done on Bank's CPE routers. Please confirm.	As per RFP, No Change.
181	75	5 TECHNICAL & FUNCTIONAL SPECIFICATION 5.1 Generic Specifications for 3Gbps and 1Gbps Point to Point Links	7. The network monitoring portal/reports available from the Bidder should comprehensively address all the issues relating to performance, availability and uptime etc. and some of the salient features, which are desirable, are given below.	Below parameters require integration of Bank's CPE routers with bidder's NOC. Please confirm on SNMP-RW access to the CPE routers for monitoring & management. Also confirm on permission to configure logical interface & use of loopback IP from management network (100.64.0.0/10) on the devices terminating this link is available for bidder's remote noc for monitoring, management & reporting of the links.	As per RFP, No Change. Bidder need to monitor link statistics at PE end and link status via monitoring BGP proactively
182	75	5 TECHNICAL & FUNCTIONAL SPECIFICATION 5.1 Generic Specifications for 3Gbps and 1Gbps Point to Point Links	13. Bidder has to provide the network diagram with IP Schema, before and after implementation of the link.	Bank shall provide the IP Schema for the point-to-point links as bidder's equipment is not involved in any IP routing or Layer-3 configurations. Please confirm.	As per RFP, No Change.
183	78	5 TECHNICAL & FUNCTIONAL SPECIFICATION 5.2 DNS Specifications for 155 Mbps and 100 Mbps Internet Links	1. The shared report is to be comprehensive and following details are to be included (desirable):	Request to remove this clause as bidder's DNS server does not maintain these report information. Same can be provisioned through 3rd party services. Please confirm whether 3rd party DNS services are ok for providing these reports.	As per RFP, No Change,These reports are desirable and not mandatory.

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184	70	4.46.1 Certificate of Local Content:	The Bidder at the time of submission of bid shall be required to provide a certificate as per Format 6.17 from the statutory auditor or cost auditor of the company (in the case of companies). Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing	Request to consider Certificate from Chartered Accountant incase of companies also.	As per RFP, No Change.
185	120	Format 6.14 CONFORMITY TO ELIGIBILITY CRITERIA	SI No. 4 clause: Bidder must have been in existence in business for a period of last 5 years (2 years in case of MSE) (as on RFP date) in India and must be registered in India. & SI No. 8 clauses & Clause 8: Bidder(including MSE) must have been in existence in business for a period of last 5 years (as on RFP date) in India	clauses are same. Kindly clarify the understanding.	As per RFP, No Change.
186	47	4.12.1 Penalty for downtime:	the Bank shall deduct a penalty from the monthly rental payment, which will be @ 1% of cost of monthly rental per link for every 0.02% or part thereof of reduction in the uptime.	Request Bank shall consider penalty from the monthly rental payment, which will be @ 1% of cost of monthly rental per link for every 0.1% or part thereof of reduction in the uptime.	As per RFP, No Change.
187	47	4.12.1 Penalty for downtime:	Penalty for downtime during monthly rental calculation shall be capped at 100% of monthly rental cost of defaulted link for the respective month	We request the bank that Penalty for downtime during monthly rental calculation shall be capped at 25% of monthly rental cost of defaulted link for the respective month	As per RFP, No Change.