



Network (RF/4G) RFP Pre-Bid Queries Response

Pre-bid queries responses against our refloated RFP for Supply, Installation and Maintenance of Wired/Wireless Connectivity on MPLS Network for Branches/Offices for RRBs (UBGB & UBKGB) are as under:

RF Network RFP - Response to Pre Bid Queries					
Sr. No	Page No.	Point/ Section.	Query	Bank's Response (Bidder should not fill in this column)	Clarification / Corrigendum / Addendum
1	12	Schedule of Events: Cost of Tender Document - INR 32,000/- (Rupees Thirty Two thousand only)	We understand that the bidder do not have to re-submit tender fee. Please confirm	If already paid, then no need to re-submit tender fee again	Clarification
2	12	Earnest Money Deposit · Bid Security / Earnest Money Deposit: Vendors are required to submit Bid Security Declaration as per format provided in Annexure 11.	We understand that the bidder do not have to re-submit EMD. Bid Security Declaration to be submitted. Please confirm	If already paid, then no need to re-submit EMD amount again In case if the bidder is not able to submit Bid Security hardcopy in such case Bid Security / Earnest Money Deposit: Vendors/bidders are required to submit bid Security Declaration as per format provided in Annexure 11.	Clarification
3	118	ANNEXURE 15: - Make in India purchase preference	We understand that the bidder do not have to submit fresh Annexure 15: Make in India purchase preference. Bidder has already submitted Annexure 15 in previous bid. Same document will suffice. Please confirm	All Annexures and Appendices needs to be re-submitted with revised date and RFP/Tender number	Clarification
3	87	Annexure 5: Integrity Pact	We understand that the bidder do not have to submit fresh Annexure 5: Integrity Pact . Bidder has already submitted Annexure 5: Integrity Pact in previous bid. Same document will suffice. Please confirm	All Annexures and Appendices needs to be re-submitted with revised date and RFP/Tender number	Clarification

4	24	3.42 The bidder has to monitor the required MPLS network and bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement. However, bidder has to find out the solution for providing pro-active monitoring of links without using SNMP trap from branch/offices router.	RJIL will monitor the Link from our Mux Demarc point , Please confirm it is Mandatory to monitor the Link from Bank Router	Yes, it is Mandatory to monitor the Link till the Mux / Modem or any other device at Bank's Office / Branch	Clarification
5	78	9.3.2 8.2 Branches/offices links (Wired/RF/4G):	Please review for different SLA uptime parameters Fiber - 99.5% and RF/UBR last mile media - 98.5% in line with industry standards	SLA/monthly uptime for RF/Wired Network Links is 99.5% with Backup link (i.e. primary and backup link from same SP), with single RF link, it should be 99% month uptime.	Clarification
6	16	17. Bidder must be able to provide Dual PoP solution for Hub locations (Data Center/Disaster Recovery Center) of Central Bank of India sponsored RRBs. The POP should fulfil the following minimum conditions:	Jio will provide two different last mile from two different PoP, Or we need to provide secondary lastmile from Other Service Provider , Please Clarify	Service Provider must provide two different last mile from two different PoPs of same service provider	Clarification
7	20	3.16 Bidder should do all internal cabling till branch router for successful commissioning of the required MPLS/RF/4G link without any additional cost to the bank (Bidder should provide all required cables for connecting the modem or any external device to Branch router for termination of link at no extra cost to the bank).	For 4G lastmile Bidder needs to provide the Router or Bank will provide the router for 4G lastmile Solution	Bank will provide the Router for 4G link / last mile solution; However it shall be the responsibility of the Bidder, till termination of Network Link (RF/Wired/4G) on Bank's Cisco Router, at no additional cost to the Bank	Clarification
8	25	3.55 Bidder has to configure the MPLS network as per the bank's QoS policy in coordination with bank's Facility Management Team. This feature should be available from day one of the project.	Please share the QoS marking details and Bandwidth split for each DSCP marking	CBS (Finacle CBS) should get priority over other applications. For remaining applications, QoS details shall be shared with the successful bidder. The successful bidder(s) shall have to co-ordinate with CBS SI for	Clarification

				configuration of QoS on Router at no additional cost to the Bank.	
9	29	3.87 For the locations where RF/4G solution is provided SLA should be maintained as mentioned in this RFP, for maintaining the SLA bidder can use either single SIM solution or dual SIM.	4G Last mile work on Best effort Basis , Please Remove SLA for 4G Last mile Solution	The monthly uptime should be 95% for 4G Network, However, uptime below 95% monthly will attract penalty, as defined in Service Levels section of RFP	Corrigendum
10	3. Detailed Scope of Work 3 Broad scope of work 24	3.41 Latency should not be more than 70 ms During 70% bandwidth utilization on wired link and 100 ms during 70% bandwidth utilization on wireless link. Measurement of latency will be applicable from branch to any location. No Change in latency figures for Wired and RF Links, however for 4G latency of 150 ms Shall be considered.	Request Bank to reconsidering this clause, since generally DC / DR to Branch side latency measured.	No Change in latency figures for Wired and RF Links, however for 4G latency of 150 ms Shall be considered.	Corrigendum
11	3. Detailed Scope of Work 3 Broad scope of work 22	3.29 Bidder should ensure all links should be pro-actively monitored with their designated NMS. Bidder must have their own NOC facility for monitoring of the network. Bidder has to submit the uptime, Bandwidth Utilization, Link error, Latency Down-call details or any other consolidated reports as required by bank with prompt response time of such demand.	4G Last mile work on Best effort Basis, request Bank to exclude 4G Last mile Solution from Proactive monitoring.	No Change. Please be guided by RFP terms.	Clarification
12	20	3.15- Detailed Scope of Work Bidder has to provide necessary hardware (including modems and any other accessories required for successful commissioning of links and excluding branch routers) for delivering the link at bank's identified location without any additional cost to the bank.	If CPE services are within our scope, we request CBI to allow RJIL for charging CPE rental from an Entity other than RJIL. Hence CBI will receive separate invoices	Bank will provide the Cisco 1900 Series Router, however modems, etc needs to be provided by SP for successful commissioning of link at bank's identified location without any additional cost to the bank (i.e., it should be part of the Opex cost)	Clarification

13	58	<p>5.63 (4)- Termination The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination</p>	<p>1. Incase of termination of contract by CBI without cause or for convenience, CBI shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Proivder for reasons other than mentioned in the RFP 2. Under what conditions will the Contractor be able to terminate the contract from their end?</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>
14	61	<p>5.69- Liquidated Damages Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract. If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.</p>	<p>We request CBI provide a cure period to rectify the delay in installing before levying liquidated damages. Additionally request CBI to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>

15	63	<p>5.72- Penalty Clause Delay in hardware/Network Link and related system software Penalty will be charged 1% of hardware cost/Network Link Cost per week or part thereof for delay in delivery and installation of hardware/Network Link beyond the timeline mentioned as part of Project Timelines subject to a maximum cap of 10% of the project cost.</p> <p>Delay in resolution of tickets/issues of hardware/Network Links / related system software The Bank will levy penalty for the non-resolution of tickets/issues within the time limit specified for resolution under para service levels defined in subsequent section of this RFP.</p>	<p>Any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>
16	79	<p>8. Payment Terms Ø Payment: In arrears, at the end of each calendar quarter and upon submission of:</p> <p>a) Invoice for the period of service. b) Delivery, challans and installation reports on satisfactory installation "In operations certificate" (Format as per Annexure 18) will be prepared by the bidders engineer and will be signed by the Branch Manager of Bank, where the link and other related networking equipment are installed; and c) SLA report to be submitted along with Invoice d) Communication from Network System Integrator/ authorized official of the Bank of having successfully commissioned the links. e) Adherence to the delivery schedule of the project. f) Performance bank Guarantee as specified</p>	<p>1. RJIL would to know the payment terms i.e the exact days by which Jio can expect payment after the completion of quarter? 2. In absence of payment as per agreed timelines by CBI, JIO shall have right to suspend the services along with levy of penal charges. 3. Invoices to be raised monthly or quarterly by RJIL?</p>	<p>1. SP shall receive the payment with in 30 days of submitting the invoice . 2. Request not acceptable 3. Payment: In arrears, at the end of each calendar quarter. For Payment details refer to section "8 Payment Terms". Invoice has to be raised quarterly, that the end of each quarter for both RRBs seperately</p>	<p>Clarification</p>

17	80	<p>9.1- Liquidated Damages Time is the essence of the contract. If the bidder fails to complete the commissioning as per clause 3.94 (Maintenance Support) of this RFP, the bank shall impose Liquidated Damages as mentioned below:</p> <p>a) For Branches or offices links (Including new link commissioning): a sum Rs. 200/- (Rupees Two hundred) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the total contract value of ordered location/site. At the maximum cap bank may consider termination of contract.</p> <p>b) For DC and DR Backhaul links: LD for delivery of each backhaul link will be at Rs. 500/- per day for a maximum period of four weeks. Penalty will be charged even if there is delay in commissioning any one of the last mile links.</p> <p>9.1.2 Penalty on non-upgradation -If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/-(Rupees One Hundred only) per day per site maximum 10% of quarterly rental charges of particular link.</p> <p>9.1.3 Penalty on non-shifting of link -If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/-(Rupees One Hundred only) per day per site maximum 10% of quarterly rental charges of particular link.</p>	<p>Liquidated Damages of for delay shall be settled in the form of Credit note and shall be adjusted in the next invoice.</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>
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18	80	<p>9.3.2- Service Level Agreement (SLA) Terms and conditions Uptime@ in a calendar Penalty (% of the monthly Month rent for the location)#</p> <p>> 99.50 % or above Nil</p> <p>> 98.00 % to <= 99.50 % 10</p> <p>> 96.50 % to <= 98.00 % 25</p> <p>> 95.00 % to <= 96.50 % 50</p> <p>> 90.00 % to <= 95.00 % 75</p> <p>< 90.00 % 100 and Bank reserves the</p>	<p>Penalty for uptime cannot be agreed to. Acceptable penalty as follows:</p> <p>> 99.50 % or above Nil</p> <p>> 98.00 % to <= 99.50 %- 1%</p> <p>> 96.50 % to <= 98.00 %- 2%</p> <p>> 95.00 % to <= 96.50 %- 3%</p> <p>> 90.00 % to <= 95.00 % - 5%</p> <p>< 90.00 %- 10%</p> <p>Additionally request CBI to cap the penalty to a maximum of 10% of the monthly charges. Request CBI to revise the penalty clause accordingly.</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>
19		<p>Additional</p>	<p>We request CBI to note that RJILs standard time frame for and inspection testing of equipments is 14 days from date of commissioning</p>	<p>No Change. Please be guided by RFP terms.</p>	<p>Clarification</p>
20		<p>Additional</p>	<p>Request CBI to note that in case of DDOS, CBImay 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</p>	<p>No Change. DDoS is not in scope of service Provider.</p>	<p>Clarification</p>
21		<p>Additional</p>	<p>What will be the Mean Time to respond and resolve any queries or complaints?</p>	<p>As per SLA; refer to section 9.3 SLA terms and conditions for the same</p>	<p>Clarification</p>

22	19	3. Detailed Scope of Work	<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, 	No Change. Please be guided by RFP terms.	Clarification
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23	38	5.18 Ownership and Grant of Licenses, Patent Rights/ Intellectual Property Rights	We understand that the said RFP is only related to provision of services. There is no software license to be provided to the client under the terms of the services. Hence, the provision related to software are not applicable. There is also no intention to transfer any intellectual property rights under this RFP. Kindly confirm.	No Change. Please be guided by RFP terms.	Clarification
24	40	5.19 Delays in Bidder's Performance	There are already penalties proposed for the delay in bidder's performance due to bidder's fault. Hence, request you to update the delay to 3 consecutive SLA measurement periods post which the client may invoke the termination provision if the vendor fails to cure the breach despite being given a 30 days prior written notice to cure the breach.	No Change. Please be guided by RFP terms.	Clarification
25	42	5.24-Changes to the RFP	<p>a. We understand that the said RFP is only related to provision of services. There are no software license to be provided to the client under the terms of the services. Hence, the provision related to warranty/indemnity of software are not applicable. Kindly confirm.</p> <p>b. The amount of indemnity is limited to the bank and not to claims from the customer. These are telecommunication services. Kindly clarify how will there be claims from the customer for the same. Also, the claims related to employment should be limited to the amounts actually proven in the competent court of law. The indemnities need to be clearly defined and not be left open ended i.e. with an etc.</p>	<p>a. There is no Software in Scope of Services</p> <p>b. No Change Please be guided by RFP terms</p>	Clarification
26	44	5.27 Assignment	Core telecom facilities cannot be subcontracted and only ancillary facilities like installation, call center etc. may be subcontracted. Other than such ancillary requirements, the bidder will not subcontract. Any subcontracting/ assignment done by the bank will be managed by the bank as per its own terms and conditions and will not be	Yes, your understanding is correct	Clarification

			the responsibility of the bidder. Kindly confirm.		
27	44	5.28 Insurance	Insurance is acquired at corporate/group level and not specific to any customer or RFP. Though we do have corporate insurance, kindly note that as per the existing policy, client cannot be added as additional insured.	Please be guided by the RFP terms	Clarification
28	45	5.29 Privacy and Security Safeguards	Considering the scope of the RFP, kindly clarify on which are the documents to be preserved and any particular period for preservation.	Documents are to be preserved for the period of contract plus one additional year.	Clarification
29	45	5.30 Cancellation of Contract and Compensation	<p>The cancellation clause is very broad. Further the term satisfactory is not defined. Considering that these are SLA driven services, request you limit the cause of termination due to default by the bidder to non-performance for 3 consecutive SLA measurement periods and which the vendor fails to cure the breach despite being given a 30 days prior written notice to cure the breach.</p> <p>Also, request you to add that the vendor may terminate/suspend the contract on the happening of the following events:</p> <ol style="list-style-type: none"> 1. Failure on the part of the parties to pay as per the payment terms 2. Breach of the regulatory condition or the ECAF by the Bank 3. As per the directions of the regulatory authorities of the vendor <p>Further, request you to delete the mention of the risk purchase provision and clause related to escalation of costs from the contract.</p>	No Change. Please be guided by RFP terms.	Clarification

30	45	5.31 Indemnity	<p>The indemnity provision is too broad. In accordance with the provisions of Sec 73 of the Indian contract act, same should be limited only to direct claims and indirect and remote claims or financial claims to be excluded.</p> <p>Request you to limit indemnity claims from the bidder to direct damages arising of:</p> <ol style="list-style-type: none"> 1. breach of confidentiality to the extent of proven claims by a court of competent jurisdiction 2. wilful misconduct or gross negligence attributable to the Bidder or its employees or subcontractors while at the premises of the bank. 3. Employment Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or d. Breach of any representation or false representation or inaccurate statement or covenant or warranty of the Vendor under this Agreement; and/or e. Any or all equipments billed to the Bank and which are infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; <p>Also, clarify considering that these are telecommunication services to be provided to the bank. Kindly clarify how will the same be applicable to the customers of the bank?</p>	No Change. Please be guided by RFP terms.	Clarification
31	47	5.33 Security Configuration, Inspection, Audit, Monitoring & Visitations	<p>Request customer to clarify and share the detailed scope of such inspection / audit including risk parameters proposed to be adopted. We are custodians of confidential records of a number of customers. Further we are subject to the audit of our regulators. Considering the confidentiality aspects, we request you to avoid audit of our books and internal records. We also request to avoid any inspection / audit at the premises, which may</p>	No Change. Please be guided by RFP terms.	Clarification

			be outside the scope of the services under RFP.		
32	49	5.35 Hiring of Employees	Request customer to add exceptions to general advertisement not specific to any particular person.	Please be guided by the RFP terms	Clarification
33	50	5.37 Limitation of Liability	In accordance with the provisions of Sec 73 of the Indian contract act, same should be limited only to direct claims and indirect and remote claims or financial claims to be excluded. Further, claims by the customer are not applicable to the current scope of services. Kindly consider how will the same be applicable	Please be guided by the RFP terms	Clarification
34	50	5.39 Disclaimer	The bidder will rely on the inputs provided by the bank. Hence, the bank not to disclaim liability of the inputs provided by the bank but responsibility to provide correct details be taken. Kindly update.	Please be guided by the RFP terms	Clarification
35	52	5.45 Adherence to Laws and Standards	The adherence of laws to be limited to the laws applicable to the vendor only. Request you to delete the reference of the banking laws since the adherence of the same are within the control of the bank.	No Change. Please be guided by RFP terms.	Clarification
36	53	5.49 Conflict of Interest	Conflict of interest as we understand is limited only to the employees involved in providing services in the customer premises. Kindly confirm.	Please be guided by the RFP terms	Clarification
37	53	5.50 Exit Management and 5.51 Exit Option and Contract Re-Negotiation	The termination clause is very broad. Considering that these are SLA driven services, request you limit the cause of termination due to default by the bidder to non-performance for 3 consecutive SLA measurement periods and which the vendor fails to cure the breach despite being given a 30 days prior written notice to cure the breach. Further, considering that these are telecommunication services and there is no software involved and hence there is no transfer of any warranties or resources involved. Kindly confirm.	Please be guided by the RFP terms	Clarification

38	54	5.52 Transfer of Agreements	Since there is no software being provided under this RFP, there is no transfer of agreement and hence this clause is not applicable. Hence, request you to delete the same or confirm it as not applicable.	Please be guided by the RFP terms	Clarification
39	55	5.53 Legal Compliance	The compliance of laws to be limited to the laws applicable to the vendor only. Kindly confirm.	Please be guided by the RFP terms	Clarification
40	55	5.56 Survival and Severability	We understand that survival is limited to the period limited by the Limitation Act. Kindly confirm.	Please be guided by the RFP terms	Clarification
41	57	5.63 Termination- 1. Termination for Default	<p>The Termination for Default clause is very broad. Considering that these are SLA driven services, request you limit the cause of termination due to default by the bidder to non-performance for 3 consecutive SLA measurement periods and which the vendor fails to cure the breach despite being given a 30 days prior written notice to cure the breach. Also, request you to initiate termination for fraudulent practise only in the event of proven breach by the vendor.</p> <p>Also, request you to add that the vendor may terminate/suspend the contract on the happening of the following events:</p> <ol style="list-style-type: none"> 1. Failure on the part of the parties to pay as per the payment terms 2. Breach of the regulatory condition or the ECAF by the Bank 3. As per the directions of the regulatory authorities of the vendor <p>Further, request you to delete the mention of the risk purchase provision from the contract since there are already indemnities, penalties provided for non-performance and double dipping should not be allowed.</p>	No Change. Please be guided by RFP terms.	Clarification

42	58	5.63 Termination-4. Termination for Convenience	<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>	No Change. Please be guided by RFP terms.	Clarification
43	58	5.65 Order Cancellation	<p>Considering multiple termination provision, kindly clarify how they will apply. The Termination of order clause is very broad and there is no clarity to the definition of poor.</p> <p>Considering that these are SLA driven services, request you limit the cause of termination due to default by the bidder to non-performance for 3 consecutive SLA measurement periods and which the vendor fails to cure the breach despite being given a 30 days prior written notice to cure the breach. Also, request you to initiate termination for fraudulent practise only in the event of proven breach by the vendor.</p>	No Change. Please be guided by RFP terms.	Clarification
44	59	5.66 Statutory and Regulatory Requirements	The adherence of laws to be limited to the laws applicable to the vendor only. Request you to delete the reference of the banking laws since the adherence of the same are within the control of the bank.	No Change. Please be guided by RFP terms.	Clarification
45	60	5.68 Service Provider's Integrity and Obligation	Kindly clarify the criteria for audit and scope and parameters thereto. Also kindly clarify if resources are provided through an affiliate of the bidder, will the same be considered to be subcontracting.	Please be guided by the RFP terms	Clarification
46	62	5.70 Blacklisting	<p>The conditions for blacklisting are too broad. These are SLA based services and there are already set of penalties and liquidated damages for inability to meet the SLA. Also, these are not software services. Hence there is no question of a bug in the services. The provisions are open ended and does not allow us an equal opportunity to be heard. Hence, request you to kindly</p>	No Change. Please be guided by RFP terms.	Clarification

			delete this provision.		
47	64	5.77 Survival of Clauses	We understand that survival is limited to the period specified by the Limitation Act. Kindly confirm.	Please be guided by the RFP terms	Clarification
48	Additional	Documents to be executed by Customer	1.The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license, in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	No Additional clauses accepted	Clarification

Note:

- All other terms and conditions mentioned in the **RFP for Supply, Installation and Maintenance of Wired/Wireless Connectivity on MPLS Network for Branches/Offices for RRBs (UBGB & UBKGB)** will be applicable.
- **Last date of Bid submission (Online Mode):** 20-04-2022 @ 3.30 PM
- **Bid Submission Online Mode URL:** <https://eauction.auctiontiger.net/EPROC/>