

| Pre-Bid - Response to the Bidders Queries (RF/4G Network Bandwidth RFP) | | | | | |
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| S.No. | Page No. | Point/ Section | Query | Bank's Response (Bidder should not fill in this column) | Corrigendum / Clarification |
| 1 | Appendix 2 | 2.2 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. | Request amend the clause as " Latency should not be more than 120 ms During 70% bandwidth utilization on wired link and 150 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 | Corrigendum |
| 2 | Appendix 2 | 6.6.5The bandwidth utilization of "shared pooled" bandwidth (allocated specifically for the Bank for sites under the scope of this RFP) and for backhaul links should also be made available to the Bank through this website. However, in any case, even if any link is outsourced, for sites connected on wired/RF/WiMAX the bandwidth will be 1:1 committed. | Request bank to provide more clarity on this point | This clause stands deleted | Corrigendum |
| 3 | Appendix 2 | Bidder Network should support multicast support in the MPLS network. | Request Bank to please remove the Multicast from 4G network | Network should support multicast support in the MPLS network; that is in case of Wired / RF links and not for 4G Network. | Clarification |
| 4 | Appendix 2 | Bidder network should able to provide Multi VRF environment. | 4G network not supported for multi VRF, Request bank to please remove the same. | This clause stands deleted for 4G Network connectivity i.e." Bidder network should able to provide Multi VRF environment."; however, the above clause stands for RF / Wired Network (Media) | Corrigendum |
| 5 | Appendix 2 | Bidder's network should support dynamic routing protocols Border Gateway Protocol (BGP). BGP should be password protected without any prefix limit. | 4G device acts like pass through device, BGP will be configure between Bank Router and airtel MPLS backbone. | In case of Wired/RF links below clause stands as it is "Bidder's network should support dynamic routing protocols Border Gateway Protocol (BGP). BGP should be password protected without any prefix limit." However for 4G device it should pass through device, since BGP shall be configured between Bank's Router and MPLS VPN /Backbone | Corrigendum |
| 6 | Appendix 2 | Bidder should provide all monthly SLA reports (reports on parameters like packet loss, jitter, latency, availability, down-call from the commissioning date, bandwidth utilization for any duration, within the contract period, in the format desired by the Bank) from the bidders monitoring tool. | 4G network work on best effort basis hence request you remove this clause | 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 | Clarification |
| 7 | 14 | Once the site feasibility of Links is done and links feasibility (L2) reports is submitted, Bidders must have to deliver the links that are feasible, and if bidder fails to deliver the feasible links within 6 weeks from the issuance of PO; penalty of INR 5000/- will be levied for that link/location. | we request Bank to please keep this penalty for not feasible links, only for the delay as there is LD | No Change | Clarification |
| 8 | 19 | Bidder is required to submit the feasibility (L2) report within 6 weeks from the date of issuance of Letter of Intent/ Purchase Order | We request bank to please increase the timelines from 6 weeks to 8 weeks as no of sites are more | The revised clause should be read as "Bidder is required to submit the feasibility (L2) report within 6 weeks from the date of issuance of Letter of Intent. | Corrigendum |
| 9 | 20 | Bidder should provide Backhaul links at Bank's DC and DR sites only on wired fiber cable media with routers, | is bidder need to provide the router also for DC and Dr, if yes please provide the specifications | No, Bidder is not required to provide Router at DC & DRC | Clarification |
| 10 | 21 | For Bank location initially successfully connected on RF link and post that if the links, turns to TNF because of some reason, example any building come up between the line of sight i.e. between bidder's PoP and Bank Location, in such case Bidder is required to provide the connectivity through other PoP within one Day period or Bank will penalize @2000 /day, for each day there off. | we request bank to provide min 7 days and also please keep 10 % capping on this | The revised clause should be read as "For Bank location initially successfully connected on RF link and post that if the links, turns to TNF because of some reason, example any building come up between the line of sight i.e. between bidder's PoP and Bank Location, in such case Bidder is required to provide the connectivity through other PoP within one Day period or Bank will penalize @1000 /day, for each day there off." | Corrigendum |
| 11 | 21 | The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder responsibility and Bank will not be responsible for any damage to bidder equipment due to voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, natural calamities etc. The bidder also has to arrange for the necessary insurance for the equipment installed at branch premises with no additional cost to bank for the period of contract. Bidder has to replace any damage equipment's for whatsoever reason without any additional cost to Bank. | we request bank to please remove this as its not in control of bidder | No Change. The same needs to be informed/communicated to bank, before installation | Clarification |
| 12 | 22 | Central Location: This will be at Navi Mumbai, Bidder should ensure the above mentioned resources should be available in each shift. The timing will be 08:00 AM to 8:00 PM in a day (all days except Sunday and National Holidays). The below mentioned resources shall be dedicated for the Bank. The selected vendor shall submit the contact details of the proposed team within one week from the date of receiving Letter of Intent / Purchase order from bank. | We request bank to please provide the 21 days to share the details of onsite resources | The revised clause should be read as "Central Location: This will be at Navi Mumbai, Bidder should ensure the above mentioned resources should be available in each shift. The timing will be 08:00 AM to 8:00 PM in a day (all days except Sunday and National Holidays). The below mentioned resources shall be dedicated for the Bank. The selected vendor shall submit the contact details of the proposed team within one week from the date of receiving Purchase order from bank. | Corrigendum |
| 13 | 23 | There will be no change in existing IP schema for bank branches/ offices /DC/DR locations during the implementation of MPLS network. All the WAN IP, loopback IP, BGP AS no, BGP password for the branches/ offices will be provided by Bank and it will be binding on the bidder to use the same without any restriction. | For pro-actively monitoring Airtel will provide the WAN IP and Loop back IP, lan IP can be provided by the bank | No Change | Clarification |
| 14 | 24 | Bidder should ensure the round trip delay should not be more than 70 milli seconds (ms) during 50% bandwidth utilization on wired link. | we request bank to pls allow 100 Ms latency | Repeated | to be deleted |
| 15 | 24 | Bidder has to carry out Preventive maintenance on quarterly basis, the preventive maintenance report which should be properly sealed and signed by concerned branch officials along with dates and any remarks. | we request bank to please change the frequency from quarterly to half yearly | The revised clause as "Bidder has to carry out Preventive maintenance on half/yearly basis, the preventive maintenance report which should be properly sealed and signed by concerned branch officials along with dates and any remarks." | Corrigendum |
| 16 | 30 | If infra is provide for RF/Wired/4G link should be commissioned within 15 days from the date of installation of pole/antenna, else bank will levy the LD and also bank reserves the right to allot the location to other bidder or solution. | we request bank to please elaborate more on this requirement | Link should be commissioned and operational as the Project timelines | Clarification |
| 17 | 31 | Bidder has to provide all kind of reports which are going to be used for SLA calculation in a mutually agreed format viz. Bandwidth utilization report of any site at any point of time, downcall report with complete details etc. Bidder has to pro-actively shared the bandwidth utilization report of all branches where utilization is beyond 70% on weekly basis after due diligence from there end. Bidder should ensure all SLA reports should be available from the bidders NMS portal. | we request bank to please allow bidder to submit the uptime report manually | No Change | Clarification |
| 18 | 31 | Bidders monitoring tool should have Real time dash board showing summary of the network like number of up and down branches, and links in form of pie chart, bar graph and percentage etc. or as advised by bank. All terminated links at bank locations should be available on the bidder's portal including backhaul links. Bidder should provide the services on monitoring tool to extract information branch wise/zone wise/entire locations. Bidder monitoring tool should have customization facility as per bank requirement. The bidder will make necessary customization for the bank to provide monitoring portal to bank's location with read and download privileges to the designated users of the bank, these numbers may be around 30 or more. | we request bank to please remove the customization from bidder scope | The revised line item should be read as "Bidders monitoring tool should have Real time dash board showing summary of the network like number of up and down branches, and links in form of pie chart, bar graph and percentage etc. or as advised by bank. All terminated links at bank locations should be available on the bidder's portal including backhaul links. Bidder should provide the services on monitoring tool to extract information branch wise/zone wise/entire locations. Bidder monitoring tool should have customization facility as per bank requirement. The bidder will make necessary customization for the bank to provide monitoring portal to bank's location with read and download privileges to the designated users of the bank, these numbers may be around 10 | Corrigendum |
| 19 | 33 | New Link commissioning as per future additional requirements: New Link commissioning: | we request bank to please provide the 4 weeks for the feasibility and 6 weeks for the delivery | For new links Bank will provide 4 weeks for the feasibility and 6 weeks for the delivery | Corrigendum |
| 20 | 34 | Feasibility (L2) of Links (Wired/ Wireless (RF) / 4G)>>Within 6 Weeks | we request bank to please provide the 8 weeks for the L2 feasibility | No change | Clarification |
| 21 | 34 | Supply, installation, Commissioning & integration of 50% of the feasible links to Bank WAN network including links at DC and DRC >>> 8weeks | we request bank to please increase the timelines from 8 weeks to 10 weeks | No change | Clarification |
| 22 | 61 | Liquidated Damages | we request bank to please specify the Liquidated Damages as there are multiple clause on this | No Change | Clarification |
| 23 | | Site access and permission | All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. In building internal cable routing in false ceiling and under POP wall will be in customer scope of work | Electric cabling shall be provided by the Bank, however in case of data links (end to end), it has to be provided by Bidder | Clarification |
| 24 | | Power and earthing | RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer. | RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer. However, the same needs to be communicated to Bank by the Successful bidder | Clarification |

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| 25 | | Network equipment safety | All the network equipment's delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device. | Agreed | Clarification |
| 26 | | Central spoke | Central SPOC from customer is required to -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance. | Central SPOC shall be provided by Bank, required to -> address and resolve all customer end issues. -> provide link delivery acceptance -> weekly/monthly project review -> Invoice submission and clearance. | Clarification |
| 27 | | Site readiness | Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder. | Okay, However the checklist has to be provided and same to be upraised to the Customer about the expectation well in advance, so that Bank can make the arrangement for the same | Clarification |
| 28 | | Acceptance criteria | Acceptance should be provided Site wise and should be released within 24-48 hours of delivery and acceptance criteria will be ping test from DC/DR to remote locations | Acceptance should be provided Site wise and should be released within 24-48 hours of delivery and acceptance criteria will be ping test from DC/DR to remote locations (Ping - with 98.5% success rate). | Corrigendum |
| 29 | | First level troubleshooting | In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT. | In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT. However, Bidder is required to guide the Bank SPOC for FLT | Corrigendum |
| 30 | | SLA calculation | SLA/downtime calculation will be done basis the trouble ticket raised by the customer with the bidder central helpdesk. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA. | No Change | Clarification |
| 31 | | Service Level Agreement | SLA for OFC links will be 99.5% and for RF will be 98.5% | SLA is 99.5% is with Backup link, with Single Wired/RF link it should be 99% monthly uptime | Corrigendum |
| 32 | | SLA Exemption | NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder. | NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. - However, Successful bidders has bring it to the notice of Bank 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. | Corrigendum |
| 33 | | Not Feasible | In case, any of the location is declared as Not Feasible due to any constraint which is beyond the control of the bidder then bidder have the right of declare the location technically not feasible and no penalty/LD must be applicable for the same and the site will be excluded from bidder scope. | The Bidder is expected to have multiple PoPs, so incase unavailability of LoS at one of the PoPs, in such case Branch can be connected through other PoP | Clarification |
| 34 | 12 13 | 1.3 Schedule of Events: Earnest Money Deposit - INR 64,00,000 (INR Sixty Four Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy) Bid Security / Earnest Money Deposit: Vendors are required to submit bid Security Declaration as per format provided in Annexure 11. | EMD clause mentioned on page no. 12 and page no.13 are conflicting. Please confirm which would be applicable. | Applicable Clause is as below 1.3 Schedule of Events: Earnest Money Deposit - INR 64,00,000 (INR Sixty Four Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy) 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 |
| 35 | 16,17 | 2. Eligibility Criteria: The Bidder should have commissioned and operated at least 200 Wireless links (4G) to reputed financial institutions/ Central Govt Organizations within India out of which minimum 50 links should be commissioned to one single Financial Institution/ Govt Organization. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least two existing customer(s) is to be provided or customer satisfactory letter with all details project start end date no of links etc. to be produced | We request to modify the clause: The Bidder/OEM should have commissioned and operated at least 200 Wireless links (4G) to reputed financial institutions/ Central Govt Organizations within India out of which minimum 50 links should be commissioned to one single Financial Institution/ Govt Organization. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least two existing customer(s) is to be provided or customer satisfactory letter with all details project start end date no of links etc. to be produced | The revised clause should be read as The Bidder/OEM should have commissioned and operated at least 200 Wireless links (4G) to reputed financial institutions/ Central Govt Organizations within India out of which minimum 50 links should be commissioned to one single Financial Institution/ Govt Organization. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least two existing customer(s) is to be provided or customer satisfactory letter with all details project start end date no of links etc. to be produced | Corrigendum |
| 36 | 15 to 17 | Technical Eligibility criteria for Wired/ RF Solution provider Technical Eligibility criteria for 4G solution provider | We understand that bidder who is NOT providing 4G Solution need not to meet " Technical Eligibility Criteria for 4 G Solution Provider". The bidder need to meet eligibility based on the solution proposed. Please confirm our understanding | The Bidder is required to meet the criteria for both Wired/RF and 4G as well | Clarification |
| 37 | 68 | The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted. | We understand the bid to be submitted ONLINE through eprocurement portal https://centralbankabcprocure.com/EPROC . Please confirm our understanding. Also, the required RFP is not available on https://centralbankabcprocure.com/EPROC . Please guide us. | The web site is " https://eauction.auctiontiger.net/EPROC/ " from where you can download Network RFP/Tender | |
| 38 | 88 | Annexure 4: Conformity with Hardcopy | We understand the bid to be submitted ONLINE through eprocurement portal https://centralbankabcprocure.com/EPROC . Bidder do not have to submit the hard copy. Request you to please delete " Annexure 4: Conformity with Hardcopy". | <u>The clause stands deleted.</u> | Corrigendum |
| 39 | 90 | Annexure 6: Manufacturer's Authorization Form | We understand, Annexure 6: Manufacturer's Authorization Form is not applicable in this RFP. We request to please delete - Annexure 6: Manufacturer's Authorization Form | <u>The clause stands deleted.</u> | Corrigendum |
| 40 | 91 | Annexure 7: Letter from OEMs | We understand, Annexure 7: Letter from OEMs is not applicable in this RFP. We request to please delete - Annexure 7: Letter from OEMs | <u>The clause stands deleted.</u> | Corrigendum |
| 41 | 110 | Annexure 10: Product Mapping | We understand, Annexure 10: Product Mapping is not applicable in this RFP. We request to please delete - Annexure 10: Product Mapping | <u>The clause stands deleted.</u> | Corrigendum |
| 42 | - | Additional | We understand, Customer will conduct separate Reverse Auction (RA) for Wired/ RF Solution provider & for 4G solution provider. Please confirm our understanding | Single RA for both RF and 4G Network Connectivity | Clarification |
| 43 | 24 | 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 | The Link should be monitored till the Mux / Modem or any other device at Bank's Office / Branch | Clarification |
| 44 | 80 | Service Level Agreement (SLA) Terms and conditions | Please review for different SLA uptime parameters Fiber - 99.5% and RF/UBR last mile media - 98.5% in line with industry standards | SLA is 99.5% is with Backup link (Primary and Backup link from same SP), with Single RF link it should be 99% monthly uptime | Corrigendum |

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| 45 | 16 | 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 lastmile from two different PoP, Or we need to provide secondary lastmile from Other Service Provider . Please Clarify | The statement refer to PoP level redundancy to meet the service levels requested in RFP | Clarification |
| 46 | 20 | 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 | The 4G Device has to be provided by the Bidder, and from device to Router/Switch it should be ethernet (RJ45) network. However, Router shall be provided by the Bank | Clarification |
| 47 | 25 | 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. In case if additional QoS is required during the contract, successful bidder(s) are required to configure the same at no additional cost to the Bank. | Clarification |
| 48 | 30 | 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 Lastmile work on Best effort Basis , Please Remove SLA for 4G Lastmile 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 | Clarification |
| 49 | 1. Appendix 1 Form B 02 - TECHNICAL SPECS | 1.4 The solution should provide end to end transparent data reachability of data, voice, video etc. (no filter of traffic from SP) | Request Bank to provide more clarity since point no. 1.4 & 2.7 are conflicting. | No Change, as 1.4 and 2.7 are two different points | Clarification |
| 50 | 1. Appendix 1 Form B 02 - TECHNICAL SPECS | 2.9 The solution should be capable to support multicast using industry standard multicast protocols i.e. Protocol Independent Multicast - PIM Sparse Mode (PIM-SM) and above standards. | Request Bank to confirm if Bank is using any multicast based application. | The Bank may use VOIP or VC in future | Clarification |
| 51 | 1. Appendix 1 Form B 02 - TECHNICAL SPECS | 6.2, Network management NMS/SLA Enabling or disabling of remote RF devices. | Need More Clarity | In point no. 6.2 - the text is self explanatory | Clarification |
| 52 | 1. Appendix 1 Form B 02 - TECHNICAL SPECS | 6.6 Polling interval for status update should be 10 min / as per the Bank's requirements. | Plaease Consider 15Min Polling interval time | No change | Clarification |
| 53 | RFP, Page no. 19 | 3.1 Bidder is required to submit the feasibility (L2) report within 6 weeks from the date of issuance of Letter of Intent/ Purchase Order | Request Bank to provide clarity since this clause is conflicting with Clause no. 8 (Page no. 15) | The revised clause should be read as "3.1 Bidder is required to submit the feasibility (L2) report within 6 weeks from the date of issuance of Letter of Intent" In Page 14/15, point 8 should be read as "Once the site feasibility of Links is done and links feasibility (L2) reports is submitted, Bidders must have to deliver the links that are feasible, and if bidder fails to deliver the feasible links within 6 weeks from the issuance of Letter of Intent; penalty of INR 5000/- will be levied for that link/location." | Corrigendum |
| 54 | 19 | 3. Detailed Scope of Work | Requesting Customer to please add exclusions to Service Levels as follows: Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes: i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of 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 | NoChange | Clarification |
| 55 | 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 | Clarification |
| 56 | 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 | Clarification |
| 57 | 42 | 5.24-Changes to the RFP | a. 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 warranty/indemnity of software are not applicable. Kindly confirm. 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. | No Change | Clarification |
| 58 | 44 | 5.27 Assignment | Core telecom facilities cannot be subcontracted and only ancillary facilities like installation, call center etc. may be subcontracted. Hence, there is no such confirmation to be provided by the subcontractor providing such ancillary services. Kindly confirm. | No Change | Clarification |
| 59 | 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. | No Change | Clarification |
| 60 | 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. | No Change | Clarification |
| 61 | 45 | 5.30 Cancellation of Contract and Compensation | 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. Also, request you to add that the vendor may terminate/suspend the contract on the happening of the following events: 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 Further, request you to delete the mention of the risk purchase provision and clause related to escalation of costs from the contract. | No Change | Clarification |

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| 62 | 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"> breach of confidentiality to the extent of proven claims by a court of competent jurisdiction wilful misconduct or gross negligence attributable to the Bidder or its employees or subcontractors while at the premises of the bank. Employment Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or Breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or 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 | Clarification |
| 63 | 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 be outside the scope of the services under RFP.</p> | No Change | Clarification |
| 64 | 49 | 5.35 Hiring of Employees | Request customer to add exceptions to general advertisement not specific to any particular person. | No Change | Clarification |
| 65 | 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 | No Change | Clarification |
| 66 | 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. | No Change | Clarification |
| 67 | 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 | Clarification |
| 68 | 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. | No Change | Clarification |
| 69 | 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. | No Change | Clarification |
| 70 | 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. | No Change | Clarification |
| 71 | 55 | 5.53 Legal Compliance | The compliance of laws to be limited to the laws applicable to the vendor only. Kindly confirm. | No Change | Clarification |
| 72 | 55 | 5.56 Survival and Severability | We understand that survival is limited to the period limited by the Limitation Act. Kindly confirm. | No Change | Clarification |
| 73 | 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. 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"> Failure on the part of the parties to pay as per the payment terms Breach of the regulatory condition or the ECAF by the Bank 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 | Clarification |
| 74 | 58 | 5.63 Termination-4. Termination for Convenience | Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties. | No Change | Clarification |
| 75 | 58 | 5.65 Order Cancellation | 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. 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. | No Change | Clarification |
| 76 | 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 | Clarification |
| 77 | 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. | No Change | Clarification |
| 78 | 62 | 5.70 Blacklisting | 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 delete this provision. | No Change | Clarification |
| 79 | 64 | 5.77 Survival of Clauses | We understand that survival is limited to the period specified by the Limitation Act. Kindly confirm. | No Change | Clarification |
| 80 | 108 | Undertaking 2: Letter of Indemnity | Kindly clarify the requirement for a separate letter of indemnity. Also, the indemnity letter to be limited to direct damages for infringement claims limited to the equipments/hardware if any provided by the bidder. Further, since these are telecommunication services, hence kindly clarify how will customer claims be applicable. Further, indemnity related to loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency is a broad service indemnity and cannot be provided. | No Change | Clarification |

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| 81 | 115 | 11.13 Annexure 13: Non-Disclosure Agreement | 1. Will a separate NDA be signed with the other bank. 2. Sec 4- the term of the obligations post expiry/termination of the NDA to be limited to 1 year post such expiry/termination 3. Sec 10- Indemnity for breach of confidentiality to be limited to direct damages only. | NDA, SLA and PBG to be executed with both RRBs separately | Clarification |
| 82 | 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. | Not Accepted | Clarification |
| 83 | 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 | No Change, should be part of the Opex cost | Clarification |
| 84 | 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 | 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 Provider for reasons other than mentioned in the RFP 2. Under what conditions will the Contractor be able to terminate the contract from their end? | No Change | Clarification |
| 85 | 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. | 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 | No Change | Clarification |
| 86 | 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. 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. | Any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note | No Change | Clarification |
| 87 | 8. Payment Terms | Payment: In arrears, at the end of each calendar quarter and upon submission of: 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 | 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? | 1. Tentatively, within 30 days after the completion of the quarter 2. Not Applicable. Refer to point 1 for the payment period 3. Invoice has to be raised quarterly, that the end of each quarter for both RRBs separately | Clarification |
| 88 | 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: 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 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. 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. 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. | Liquidated Damages of for delay shall be settled in the form of Credit note and shall be adjusted in the next invoice. | NO Change | Clarification |
| 89 | 9.3.2- Service Level Agreement (SLA) Terms and conditions | <u>Uptime@ in a calendar Month rent for the location##</u> Month rent for the location## > 99.50 % or above Nil > 98.00 % to <= 99.50 % 10 > 96.50 % to <= 98.00 % 25 > 95.00 % to <= 96.50 % 50 > 90.00 % to <= 95.00 % 75 < 90.00 % 100 and Bank reserves the | Penalty for uptime cannot be agreed to. Acceptable penalty as follows: > 99.50 % or above Nil > 98.00 % to <= 99.50 % - 1% > 96.50 % to <= 98.00 % - 2% > 95.00 % to <= 96.50 % - 3% > 90.00 % to <= 95.00 % - 5% < 90.00 % - 10% Additionally request CBI to cap the penalty to a maximum of 10% of the monthly charges. Request CBI to revise the penalty clause accordingly. | No Change | Clarification |
| 90 | Additional | Additional | We request CBI to note that RJILs standard time frame for and inspection testing of equipments is 14 days from date of commissioning | Not Accepted | Clarification |
| 91 | Additional | Additional | 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 | Not Accepted | Clarification |
| 92 | Additional | Additional | What will be the Mean Time to respond and resolve any queries or complaints? | Not Accepted | Clarification |
| 93 | 1.5 RFP Clause | Additional Clause | | In Case of only 2 Bidders participate and emerge as L1 and L2 bidders; in such situation no. of links, will be in the ratio of L1=65%;L2=35%, provided L2 bidder matches the prices of L1 | Addendum |