

S.No	Page No	Clause Number	RFP Clause	Query	Bank's Reply
1	14	1	The name of the assignment is "Providing 4 Gbps WAN connectivity between Data center @ Chennai and DR Site @ Mumbai".	Please share addresses for both Data center & DR Site to check feasibility	INDIAN BANK, DC Site TATA COMMUNICATIONS BUILDING #4 SWAMI SIVANANDA SALAI, CHENNAI-600002, Tamilnadu INDIAN BANK, DR Site (e-ALLHABABANK) CTRLS PREMISES, TTC INDUSTRIAL AREA, SOUTH CENTRAL ROAD, MIDC INDUSTRIAL AREA, MAHAPE, THANE, NAVI MUMBAI, MAHARASHTRA 400710
2	1	2.i	Point to Point leased Line Links to connect the Data Centre	Bank looking for L1 P2P Link Or L2VPN P2P Link , Please confirm	It is clarified that, Bank is looking for L1 P2P link. Please adhere RFP terms and conditions
3	14	2.iii	Latency: - The latency at all times between DC and DR site should not exceed 20 ms even when there is load on the link. If at any time latency is observed to be more than 20 ms, same may be treated as link outage till the same is restored to less than 20 ms. Mechanism to monitor link latency has to be provided from day one.	Request Bank to change the latency to 30ms	No Change, Please adhere RFP terms and conditions
4	15	II.b	Audit of network: Bidder should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies and any escalation in cost on this account shall be borne by the successful bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.	Network Audit and security is implemented by TSPs as per DoT guidelines, recommendation from TRAI and in line with its internal risk assessment. Implantation of Bank specific audit requirements may not be possible. Further, the term network infrastructure is not defined and any such network cannot be customer specific. Please clarify the exact requirement and specific compliances which are expected from Bidder under the clauses	It is clarified that bidder should implement audit observations/recommendations falling under bidder scope. Please adhere RFP terms and conditions
5	17	8	SLA	Requesting Customer to please add exclusions to Service Levels as follows:	No Change, Please adhere RFP terms and conditions

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				Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes: I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer Care Desk of RJIL through the process defined by RJIL of a Service Disruption ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company. iii. The failure of Customer's applications, equipment, or facilities including any third party equipment iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel, v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE vi. Events or occurrences that result in "No problem Found" Trouble Tickets vii. Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. ix. Planned repairs, modifications or maintenance notified to Customer in advance, x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, xi. Suspension of Service by the Company xii. Force Majeure Events, xiii. Customer scheduled maintenance,	
6	18	13	Limitation of Liability	Requesting to add - Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities Further exclusions related to a. IP Infringement indemnity shall be	No Change, Please adhere RFP terms and conditions



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				restricted to equipment's billed to customer under this Agreement. Since there is no IPR /ownership under Internet services	
7	19	14	Indemnity Clause	Requesting it to be restricted to equipment's billed to customer under this Agreement. Since there is no IPR /ownership under Internet service. Indemnity shall be limited to any Act which constitutes a knowing breach of IP and which is directly attributable to Bidder.	No Change, Please adhere RFP terms and conditions
8	23	21	Coverage of All Banks Under The EPF & MP Act 1952	Not applicable under scope of services, please clarify	No Change. Further, it is clarified that mentioned clause is applicable only for Outsourced employees (if any) deployed by successful bidder in bank's premises. Please adhere RFP terms and conditions
9	23	25	Termination for Convenience	Requesting customer to delete Termination of convenience owing huge capex investment provided by Bidder for providing services.	No Change, Please adhere RFP terms and conditions
10	24	26	Termination for Default b. If the Supplier fails to perform any other obligation(s) under the Contract. c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract	Under sub clause b - Requesting customer to qualify such failure to perform as per SLA. Non-Performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive) SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days' cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links Under sub clause c- This needs to be qualified and ascertained conclusively by competent court	No Change, Please adhere RFP terms and conditions
11	26	29	Fall Clause	The price quoted for services depends on various parameters viz, (i) specification, bandwidth, (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (v) terms and conditions of contract (vi) service levels agreed (vii)last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the	No Change, Please adhere RFP terms and conditions

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				provision of services and as such our compliance of this clause will be subject to the parameters specified herein above	
12	45	Annexure-VI SERVICE LEVEL AGREEMENT	Annexure-VI SERVICE LEVEL AGREEMENT	<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> <p>I. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p> <p>ix. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,</p> <p>xi. Suspension of Service by the Company</p> <p>xii. Force Majeure Events,</p> <p>xiii. Customer scheduled maintenance,</p>	No Change, Please adhere RFP terms and conditions

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13	47	Annexure-VII NON DISCLOSURE AGREEMENT	4. Term 6. Return of confidential information 12. Indemnity clause	For Clause 4 - Requesting Survival shall be limited for 2 years post termination For clause 6 - One copy of all information shall be retained for its archival, compliance and legal purpose by Receiving party. For Clause 12- Can be agreed provided always that the Disclosing Party shall forthwith give written notice to the Receiving Party of the above loss and damage and satisfactory documentary evidence of such actual loss and damage	No Change, Please adhere RFP terms and conditions
14	Additional	Additional	Additional	The Provision of services by the bidder and use of the same by the bank will be as per T&C of the unified license, in compliance with applicable laws. Bank shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement and shall comply with instructions with Regulatory authorities while subscribing and surrendering the services as per terms of the contract	No Change, Please adhere RFP terms and conditions
15	16	Timeframe for completion of activities	The links are to be commissioned within 4 weeks from the date of purchase order.	Kindly amend the time line as below: The links are to be commissioned within 8 weeks from the date of purchase order.	No Change, Please adhere RFP terms and conditions