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1	14	Deliverables from the Bidders	The latency at all times between NDR 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	Mentioned Latency is very low, request Bank to increase the Latency	No Change, Please adhere RFP terms and conditions
2	14	Deliverables from the Bidders	Media and Hands-off: - Ethernet handoff – 1 no at each end. The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy. Bank will not incur expenditure for any equipment. Any equipment to be installed in the bank premises in this regard should have the provision for working with at least two redundant power sources	In data Center location additional cross connect to be provided or at MMR location just one Physical cable to be provided	It is clarified that, ISP has to arrange standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy. Further, additional cross connect won't be provided by the bank, successful bidder has to arrange the cross connect and have to bear related charges.
3	32	PART I - Functional and Technical Requirements	Provide 500 Mbps (1:1) point to point WAN link on fibre between Near DR Site and DR Site on service providers own cables. The link should not be routed through MPLS cloud	Since bandwidth is 500Mbps,DWDM circuit cannot be delivered, Minimum 10Gig BW needed to deliver on DWDM , Please confirm L2VPN P2P Can be provided.	It is clarified that; Bank is looking for L1 P2P link. The link should not be routed through MPLS cloud. Please adhere RFP terms and conditions
4	15	Security Considerations	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. Implementation 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

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5	17	8) SLA	SLA Exclusion	<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</p>	<p>No Change, Please adhere RFP terms and conditions.</p> <p>However, exclusion to service levels may be considered based on the proper reason (with supporting document) submitted to bank for exclusion and the same should be agreed by bank and successful bidder.</p>

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				<p>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>	
6	18	13) Limitation of Liability	<p>Vendor 's aggregate liability under the contract shall be limited to a maximum of 100% of the contract value per year. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the successful Bidder that gave rise to claim, under this tender.</p> <p>This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s 'gross negligence. If a third party asserts a claim against bank that an vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement.</p>	<p>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</p> <p>Further exclusions related to a. IP Infringement indemnity shall be restricted to equipment's billed to customer under this Agreement since there is no IPR /ownership under Internet services</p>	No Change, Please adhere RFP terms and conditions
7	19	14) Indemnity Clause	If at the time of bidder/ vendor supplying, installing the Hardware/Software and Support in terms of the present contract/ order or	Requesting it to be restricted to equipment's billed to customer under this Agreement. Since there is no IPR	No Change, Please adhere RFP terms and conditions

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			subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.	/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.	
8	20	16) Patent Rights	The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.	There is no transfer of ownership of any intellectual property. However, in case there are equipments billed and installed at customer premises, said patent indemnity would be limited to proven third party claims on such equipments arising in India and provided that equipments are installed and used in the manner detailed by the bidder.	No Change, Please adhere RFP terms and conditions
9	20	17) Intellectual Property Rights	Intellectual Property Rights	Considering these are internet services being provided and no deliverables as such, said clause to be limited to equipments billed and installed at customer premises. Request you to modify accordingly.	No Change, Please adhere RFP terms and conditions
10	22	21) Coverage of All Banks Under The EPF & MP Act 1952	Coverage of All Banks Under The EPF & MP Act 1952	Not applicable under scope of services, please clarify	No Change, Please adhere RFP terms and conditions
11	23	25) Termination for Convenience	Both the parties, by 90 days written notice sent to the Other Party, 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 successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.	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
12	23	26) Termination for Default	a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the	Under sub clause a- The said services are provided as per SLA and there is no	No Change, Please adhere RFP terms and conditions

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			Contract, or within any extension thereof granted by the Bank; 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	goods to be provided under the RFP. 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	
13	24	28) Confidentiality	Confidentiality	Request you to add the survival period for confidentiality and to limit it to 2 years post termination or expiry of the contract.	No Change, Please adhere RFP terms and conditions
14	25	29) Fall Clause	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 (vi) terms and conditions of contract (vii) service levels agreed (viii) 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 provision of services and as such our compliance of this clause will be subject	No Change, Please adhere RFP terms and conditions

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				to the parameters specified herein above	
15	25	31) Assignment	Assignment	Considering that telecom are regulated services, the said assignment will however be subject to assignee executing all the documents for subscribing the services.	No Change, Please adhere RFP terms and conditions
16	26	33) Inspection of Records	Inspection of Records	Kindly clarify the scope of the audit? Also, since telecom are regulated services and we are privy to the confidential records of several of our subscribers, any inspection is being limited to the records related to invoices related to the scope of services only and to exclude books of accounts and internal cost break up. Kindly modify accordingly. Further, the services are being provided to the customer at customer premises. Hence, we understand that audit of premises is a redundant clause. Kindly remove.	No Change, Please adhere RFP terms and conditions
17	36	Annexure Bid Form - I	Annexure Bid Form - I	Request you to delete the reference to the fall clause on page 37. As already stated for clause 29 of the RFP, 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 (vi) terms and conditions of contract (vii) service levels agreed (viii) 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 provision of services and as such our	No Change, Please adhere RFP terms and conditions

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				compliance of this clause will be subject to the parameters specified herein above	
18	39	Annexure-III CONTRACT FORM	Annexure-III CONTRACT FORM	Customer application from (CAF) which is regulatory documents required to be executed by all customers shall also be part of the Agreement	No Change, please adhere RFP terms and conditions. However, bank will provide CAF approval, if required.
19	44	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</p>	No Change, Please adhere RFP terms and conditions

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				<p>"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>	
20	46	Annexure-VII NON DISCLOSURE AGREEMENT	4. Term 6. Return of confidential information 12. Indemnity clause	<p>For Clause 4 - Requesting Survival shall be limited for 2 years post termination</p> <p>For clause 6 - Should include destruction of information where return may not be possible. One copy of all information shall be retained for its archival, compliance, legal and regulatory purpose by Receiving party.</p> <p>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 actual loss and damage which is proven in the competent court of law.</p>	No Change, Please adhere RFP terms and conditions
21	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.	No Change, Please adhere RFP terms and conditions.

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				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	
22	16	Period of Validity of Bids	Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.	Price quote should be valid for 90days.	No Change, Please adhere RFP terms and conditions
23	35	Price Bid Format	Price Bid Format	Commercials will include OTC as well.	It is clarified that, bidder has to share the Annual Recurring charges, inclusive of OTC.
24	23	Termination for Convenience	Both the parties, by 90 days written notice sent to the Other Party, 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 successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.	not to be agreed for cases with upfront investment (FTTB/network HW on Opex)	No Change, Please adhere RFP terms and conditions
25	16	Contract period	Contract period shall be minimum Three years and will be reviewed annually, if necessary. Either party may terminate the contract by giving notice of 6 months after completion of one year from the date of contract	Negotiations annually will not be encouraged as it is fixed contract for 3 years ,we request bank to remove this clause	No Change, Please adhere RFP terms and conditions
26	14	2.3	iii. Latency: - The latency at all times between NDR 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.	We request to please allow 30 MS latency and if there is load more then 70 % than latency will may get high	No Change, Please adhere RFP terms and conditions

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27	15	2.3	Acceptance tests will be carried out after the completion of the implementation and delivery of links. Bank will carry out acceptance tests and certify completion based on the results of the tests within 15 days of handing over the link to Bank	we request to pls reduce the testing time from 15 days to 7 days	No Change, Please adhere RFP terms and conditions
28	17	7) Liquidated Damages	If the commissioning is delayed beyond the timelines, the penalty of Rs.50,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 10 weeks, it may lead to termination of entire contract under Termination of default.	We request to put 0.5% of ARC value per week for the delay	No Change, Please adhere RFP terms and conditions. However, exemption may be provided based on force majeure clause as mentioned in the RFP
29	17	SLA Penalty for non-functioning of links	Uptime upto 99.50% - No penalty Uptime from 99.00% to 99.49% - Rs. 20,000/- Uptime from 98.50% to 98.99% - Rs. 40,000/- Uptime from 98.00% to 98.49% - Rs. 60,000/- Uptime from 97.50% to 97.99% - Rs. 80,000/- Uptime from 97.00% to 97.49% - Rs. 1,00,000. Uptime is calculated on monthly basis.	We request to revisit the Penalties and relax the penalty in inline with industry standards as as these are at very higher side and pls put the max capping on 10 % on QRC value	No Change, Please adhere RFP terms and conditions
30	16	5) Timeframe for completion of activities	The links are to be commissioned within 6 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day.	We request to please provide at least 8 weeks for the link delivery and we request bank to remove the monitoring clause	No Change, Please adhere RFP terms and conditions