

S. No.	RFP Page No.	RFP Clause & No.	RFP Clause	Query/ Changes requested	Remarks	Clarifications from the Bank
1	3	A SCHEDULE FOR BIDDING PROCESS	Last Date & Time for submission of Bids in Online Mode (Two Way Bid System) - 21/06/2023	Request TNGB to provide extension on Submission of Bid as the current timelines are aggressive in terms of providing L2 Feasibility, or would request to give us the relaxation on L2 Feasibility, rather if we can provide L1 Feasibility Reports to bank		It is clarified that L2 feasibility has to be submitted by the successful bidders only (L1&L2) identified through Reverse Auction (RA). However, there will be additional 3 weeks' time from the date of RA to issue of PO. Please refer Amendment - 3
2	3	EMD	Earnest Money Deposit/Bid Security: .10,00,000/- (Rupees Ten lakhs only)	Earnest Money Deposit/Bid Security: <u>Rs.5,00,000/-</u> (Rupees Five lakhs only)	Bandwidth prices have come down drastically	Please refer Amendment - 1
3	3	Bid Cost	Bid Cost Non-refundable Rs..59,000/- (Five Nine Thousand Only)	Bid Cost Non-refundable <u>Rs.5,000/-</u> (Five Thousand Only)	For small bids the bid document cost charged is Rs.5000 only	Please refer Amendment - 2
4	3	Point 2.24	Schedule for Bidding process	The submission date is very short ,as the locations are huge the feasibility will take considerable time , Request to kindly extend the submission date to 21/7/23		Please refer Amendment - 3
5	6	Point 1.4	Of all the locations listed in Document 8. List of locations (address details), the proposed MPLS-VPN connectivity should be through wired wireless as the last mile, and should be completed within a period of 8 weeks from the date of the Purchase order or commissioning instruction by the Bank.	8 weeks is very little time, it should be considered in phase manner or Slab by delivery and entire project in 32 Weeks.		No change

6	6	Point 1.4	Of all the locations listed in Document 8. List of locations (address details), the proposed MPLS-VPN connectivity should be through wired wireless as the last mile, and should be completed within a period of 8 weeks from the date of the Purchase order or commissioning instruction by the Bank.	we request TNGB to extended the delivery time line from 8 weeks to 20 weeks.		
7	7	1.5.(v) Other Details	{v} The L1 vendor will be identified through reverse auction and initial order will be placed for the commissioning of 70% links (apprx. 490 links). The offer to commission 30% of links (apprx. 210 links) mentioned in RFP for L1 price will be given to L2 bidder.	Request Bank to consider the split ratio between <b><u>L1 and L2 as 60:40 ratio</u></b>	This practice is followed in most of the Banks	No change
8	9	2. Project Specific Terms and Conditions RFP document	The Bid is for providing MPLS Connectivity to Branches/ Offices/ ATMs or any other location finalized by the Bank. The successful bidder has to provide Backhaul connectivity including Fiber cross connects Bank's Data Center, Chennai and DR site Hyderabad	Is Dual Last Mile required at Bank's DC, DR and NDR locations? And are rest of the sites with Single Last Mile connectivity?		Yes, for DC,DR & NDR, two cross connects to be terminated at two different routers for High Availability. Rest of the sites with single Last Mile connectivity.
9	9	Point 2.1 .1	The Bid is for providing MPLS connectivity to branches, offices, ATMs or any other locations finalized by the Bank. The successful bidder(s) has to provide the backhaul connectivity including fiber cross connects (at free of cost) to Bank's Data Center, Chennai and DR site, Hyderabad. Successful Bidder(s) should provide: redundant links to the Data Centre and DR site (free of cost) through connection to 2 different PoPs/links under ring topology through two different routes	Pls share the DR AND DC address for checking the feasibility purpose. The address are not mentioned in the Tender document. Pls also share the bandwidth required at these sites , Request to consider to have commercial value to it and enable in the commercial BOQ to quote the same.		No change in scope. Bidder should provide backhaul links & respective cross connects at free of cost in DC, DR & NDR. Backhaul should have 80% of the bandwidth of the existing links. Address of DC, DR - Please refer the amended location document published in website.

10			Cross connect: At the DC, DR and NDR sites, the two Fiber Cable handovers to be provided to enable bank to connecting the primary and secondary router	please clarify who will provide cross connect, Bank or bidder		It is clarified that bidder has to provide cross connects at free of cost. Please refer RFP 2.1.1
11	9	2.1.1 Description	Backhaul has to be provided as per the same terms and conditions of DC and DR site at NDR site which may come in future	Pls clarify		Presently NDR is not available. In case NDR comes in future during the contract period, the backhaul facility is to be provided at free of cost similar to DC & DR
12	9	2.1.1 Description	It is advisable to have maximum links with wired last mile as copper/fibre. Wherever the bidder is not in a position to provide wired link, such location may be given Radio Frequency (RF) connectivity/ MPLS over 4G/5G VPN or any other upcoming technology subject to the following conditions.	We Request TNGB to confirm that what is number/ Percentage considered as maximum in this clause.		It is clarified that no defined percentage. Maximum means the most possible links to have wired medium based on the feasibility.
13	10	Point 2.2.2	The Bidder should have positive net worth for the last 3 consecutive years (2020-21, 2021-22, 2022-23) with minimum annual turnover of Rs. 500 crores.	As Telecom service providers investment is high on infrastructure, Request to consider clause of POSITIVE NETWORK TO BE REMOVED , KEEPEING Annual turnover as the same.		No change
14	11	2.3 Scope of the Work & Deliverables:	1)Supply Layer 3 MPLS-VPN bandwidth for Bank connectivity with last mile through wired (copper or fibre)/Radio Frequency (RF)/ MPLS over 4G/5G VPN or any other upcoming technology at the locations and at new locations proposed in future across India. Successful bidder(s) should connect at least 80% of links allotted to L1(approximately 392) & L2 (approximately 168) from the locations mentioned in RFP.	We request TNGB to provide right of refusal for non feasible site.		No change. It is clarified that based on L2 feasibility only, PO for L1 & L2 bidders will be issued.

15	11	14	Bidder should have service support centers managed by its own staff/managed service providers in at least all district headquarters in Tamilnadu.	A service support center is normally available in any feasible location of a state centrally. Service Support Engineers are sent/stationed as per the requirements. We request you to either delete this clause or modify it as "All district of Tamil Nadu should be serviceable"		Accepted. Please refer Amendment - 4
16	12	2.3(7b) Security Considerations	b) Audit of network 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/regulatory authorities within 15 days and any cost on this account shall be borne by the bidder(s). The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank	Cost of such audit should be borne by the Bank. Scope of such audit should be mutually agreed between the bank and the vendor and it should be limited to the services offered to the customer. Request the bank to provide sufficient notice period to the vendor before such audit.		No change. It is clarified that reasonable time will be given to ISPs in case of an Audit.
17	12	7(b)	Audit of network	What is the scope and frequency of such audit? Also, we understand that the said audit to be limited to the bank's network installed within its premises. Kindly confirm.		In case any IS Audit or any other audit is conducted by NABARD/RBI/Agency, the recommendations proposed if any should be complied at ISP end if not done earlier (for ex: BGP authentication etc.). The frequency is most likely once in a year.
18	13	2.3 Scope of Work & deliverables	8) Coordinating with Bank's Network Equipment Vendor or system integrator for commissioning of links at all locations.	Will bank provide the CEPs for link termination, or it has to be arranged by Bidder. Make and model of CPEs in case bank Is providing the CPEs.	RFP doesn't specify the CPE requirement	It is clarified that Router will be provided by Bank. Any CPE (Customer Premises Equipment) Adaptors, Modem, POE, Cables up to Router should be provided by bidder.
19			16) All the CPE devices provided in the network and their internal component should be new and original.	Will bank provide the CEPs for link termination, or it has to be arranged by Bidder. Make and model of CPEs in case bank Is providing the CPEs.	RFP doesn't specify the CPE requirement	

20			16) All the CPE devices provided in the Network and their internal components should be new and original.	Is Managed MPLS service required or CPE will be provided by Bank?		It is clarified that unmanaged MPLS links only required. CPE is Bidder's scope.
21	13	2.3 Scope of Work and deliverables	<p>9) The successful Bidder(s) should prepare, implement and ensure fallback solution to switch over to DR site as and when required by the Bank.</p> <p>10) Configure automatic failover using dynamic routing protocol and without disturbing the existing network between Primary and Secondary links at all locations where Primary link is already available and the secondary link is being provided through this RFP process.</p> <p>11) The proposed connectivity will also be used as Primary Link or for load balancing/sharing/Unified Communications of Bank's traffic depending upon the convenience of Bank.</p>	Since Service provider is responsible for only single link, any failover is responsibility of Bank and should be done on LAN side by Bank		It is clarified that auto failover configuration will be done by Bank. Any segment of IPs advertised at Bank's Router should be auto advertised at ISP end without any manual intervention from ISP side.
22	13	2.3 Scope of Work and deliverables	12) To enable the bank's System, Integrator to design and architect IP addressing scheme for the bank (if required).	Since it is a Private Network, Bank to provide the IPs addressing to be configured		Accepted
23	13	2.3 Scope of Work & deliverables	17) Create and provide access to dashboard on progress of implementation of orders placed with them, status of links, bandwidth usage (current & History) and their service along with suitable executive summaries.	17) Create and provide access to dashboard for status of links, bandwidth usage (current & History) and their service along with suitable executive summaries.	Dashboard for link monitoring can be created for commissioned links, Order placed and progress can be driven by Program manager	Dashboard for link monitoring should be provided for commissioned links only

24	14	2.3 Scope of Work & deliverables	25) The LAN IP should not be restricted/fixed to any location, and can be self-advertised by the bank in the BGP. There should not be any intervention from the ISP to advertise the LAN IP address for any particular location.	25) The LAN IP should not be restricted/fixed to any location, and can be self advertised by the bank in the BGP. There should not be any intervention from the ISP to advertise the LAN IP address for any particular location. Each location will have distinct LAN IPs to avoid overlapping in the network.	Each location to have a distinct IP range to avoid overlapping issues.	Each link will be given a distinct IP segment from Bank. Initially, the limit of prefixes learned should be at least 1500. In case of any additional requirement in future should be provided by bidder without any cost. Please refer amendment - 5
25			26)The number of prefixed learned should not have any maximum cap or minimum value.	26)The number of prefixed learned should have a maximum 1000 prefixes by default and can scale further based on the requirement with an added cost.	No of location doesn't exceed 1000 locations.	
26	14	2.3.28 Scope of Work & deliverables	Acceptance test will be cared out after the completion of the implementation and delivery of link at each location. Bank will carry out acceptance tests at each location and certify completion based on the results of the tests.	Post link delivery, Bank has to complete the acceptance tests within a stipulated time. If there is delay, Bank should provide <b>acceptance within 5 working days</b> from the date of link delivery		It is clarified that acceptance will be given within 7 working days from the date of link delivery if the desired bandwidth is achieved while testing. If not, the acceptance date will be the date when the desired bandwidth is achieved during further testing.
27	15	2.3 (31) Upgradation of Bandwidth		Please provide more details on 'Bandwidth On Demand'. Are you looking for scheduling of bandwidth of your own through the portal? Which are the sites are in scope for the bandwidth on Demand. This will help the vendor to implement higher last mile speed as well as the CPE from day one to cater the Bandwidth on Demand requirements		Upgradation PO/email will be issued in case of any requirement
28	15	2.3 Scope of Work and deliverables	31) Upgradation of Bandwidth within 14 Days	Is Bandwidth on Demand service required by Bank?		No. Upgradation PO/email will be issued in case of any requirement

29	15	31	Any Upgradation in the bandwidth requirements at any of the locations has to be made available within 14 days from the date of work order/PO and the same should be provided after the working hours at the respective location with pre-determined downtime, in consultation with Bank. not exceeding four hours for the existing systems and network. Also, the Upgradation in Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided	We request you to modify the clause as Any Upgradation in the bandwidth requirements of any of the <b>feasible</b> locations has to be made available within 14 days from the date of work order/PO and the same should be provided after the working hours of the respective location with pre-determined downtime, in consultation with Bank. Upgradation time/possibility of other locations shall be in mutual consultation.	Upgradation PO will be issued, post confirmation of feasibility from service provider.
30	15	2.3 Scope of Work and deliverables	32) Shifting of Links within 4 weeks	Shifting will be subject to Feasibility check	Shifting PO will be issued only after the feasibility confirmation from ISP
31			Shifting Of links	Shifting of the link will be based on feasibility at the given address.	
32	15	Point 29	If required by the Bank, the service provider should be able to publish NMS reports. The NMS reports for the mentioned period should be submitted to the Bank on demand as and when required by the Bank. The required reports may contain utilization, response times of link, uptime reports, number of connectivity's in the MPLS cloud etc.	ISP will share the I mange tool , Pls clarify whether NMS tool to be deployed at TGB	It is clarified that NMS tools are not required. Basic network and utilization reports should be available for the commissioned links in ISP portal provided to Bank. Additionally, whenever Bank requests uptime reports, down calls, etc. and the same should be submitted.
33	15	Point 30	Publish NMS reports to prove SLA compliance. The following reports should be submitted as and when required by Bank.	we Request TNGB to confirm that is there any particular format of reports bidder can share in its format.	Basic report formats should be available.

34	16	2.3(33) Surrendering Links	33)Surrendering of Links: The Bank reserves the right to surrender the links in case of merger of locations or for any other administrative reasons by giving notice period of 30 days. Once the link is surrendered the service provider should de-install all the equipment/accessories provided for the surrendered link within notice period from the surrender date. Bank would not be responsible for the equipment/accessories of the surrendered link after the said period.	Early Termination Charges will be applicable for the links which are surrendered during the contract period.		No change
35	16	Point 33		The surrender links full life payment to be done as SP invested on the hardware and Infrastructure. It should be mutually agreed terms		
36	16	Pont.35	35) Links for New Locations: The bank has plans to expand the Network by opening new branches and offices,ATMs etc. in India. Commissioning of links at new locations for which PO is issued separately should be completed within 4 weeks from the date of PO. PO will be issued post confirmation of the feasibility from the service providers.	we request TNGB to extened the delivery time line from 4 weeks to 8 weeks.		No change
37	16	36	36) Conversion of Links: When the location which is connected using wireless last mile and subsequently wired connectivity become feasible the vendor have to convert the last mile to wired link at no additional to the bank.	We request you to delete this clause, as said conversion is not possible free of cost, without the exact knowledge of the location and their number.		No change
38	17	Section 2.4 (i) TIME FRAME FOR COMPLETION OF THE PROJECT:	The service providers will have to submit L2 feasibility report preferably for the locations along with the mode of last mile connectivity (Wired/Wireless) and RF tower/pole height details within 7 days from the intimation given by the Bank to service providers	Request TNGB to relax timelines on providing L2 Feasibility in such a short span, as the number are very high & 7 days timeline is aggressive compared to total numbers of sites		No change.It is clarified that L2 feasibility has to be submitted by the successful bidders (L1&L2) identified through Reverse Auction (RA). However,



39	17	2.4.(a).(i) Timelines for completion	The service providers will have to submit L2 feasibility report preferably for the locations along with the mode of last mile connectivity (Wired/Wireless) and RF tower/pole height details within 7 days from the intimation given by the Bank to service providers	The service providers will have to submit L2 feasibility report preferably for the locations along with the mode of last mile connectivity (Wired/Wireless) and RF tower/pole height details <b>within 14 days</b> from the intimation given by the Bank to service providers		there will be additional 3 weeks time from the date of RA to issue of PO.
40	17	Section 2.4 (i) TIME FRAME FOR COMPLETION OF THE PROJECT:	The service providers will have to submit L2 feasibility report preferably for the locations along with the mode of last mile connectivity (Wired/Wireless) and RF tower/pole height details within 7 days from the intimation given by the Bank to service providers	Once TNGB allows to relax timelines on Feasibility, To get L2 Feasibility Summary, Bidder would request TNGB to provide Full address details with Individual Location (Site wise) LCON Details & Lat and Long details to conduct the same.		Please refer the amended location document published in website.
41	17	2.4.(a).(iv) Timelines for completion	Link commissioning at all the locations for which Purchase order has been placed by the Bank are to be completed within 8 weeks from the date of issue of Purchase order / commissioning instruction by the Bank	Link commissioning at all the locations for which Purchase order has been placed by the Bank are to be completed within <b>12-16 weeks</b> from the date of issue of Purchase order / commissioning instruction by the Bank	Most of the locations are rural and we need to mobilize resources to complete the implementation	No Change
42	17	2.5 Specification of service	e)Penalty for not meeting the SLA Terms on Uptime	Request bank to relax the Penalty ,penalty terms are very high, change to 1% instead of 10%		No Change in penalty clause
43	18	Point 2.5 -B	Uptime	Branch offices ( 2 Mbps ) As per industry standards 98% To be considered & MTTR Time 5 Hours . DC/DR Uptime to be considered 99.5% as per industry standards and MTTR 3 Hours		No change
44	18	Point 2.5 D	Penalty And delay in commissioning	The maximum penalty to be 10 %.		No change
45	18	Point 2.5 D	Penalty And delay in commissioning	We request TNGB to put maximum capping of 10% instead of given weekly format.		No change
46	18,19	d, e	Penalty for delay in commissioning	Request bank to Revisit the penalties and Cap them to maximum 10%, since added penalties increase the risk in an RFP and inflates the Solution cost.		No change

47	18	2.5 ©.	SLA Clauses	<p>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 Disruptionii. 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 equipmentiv. 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 CPEvi. Events or occurrences that result in “No problem Found” Trouble Ticketsvii. Trouble Tickets associated with new installations or upgradesviii. 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,</p>		<p>No Change. It is clarified that whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank’s router etc., the penalty for downtime will not be levied. Service Providers has to record such incidents and communicate to the bank's team then and there. Copy of Communication to be provided for claiming exemption of penalty.</p>
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48	19	Penalty		<p>During the period of SLA the vendor shall ensure proper functioning of the leased circuits with an uptime of 99.5% on fiber which shall be calculated as:</p>	<p>Please review and relax the Uptime to 98.5% on quarterly basis and allow service credits equal to downtime at the end of contract Period in place of penalty</p>	<p>No Change. It is clarified that uptime should be                  1)branches 99.00%                  2)HO &amp; PO 99.50%                  3)DC, DR &amp; NDR 99.99%                  Please adhere to the terms &amp; conditions of RFP</p>
49	21	Point 2.7 -1	OTHER CONDITIONS	The man power entire life cycle of salary and pay related /safety should be TGB Scope .		No change
50	21	2.6 Other contractual obligations of successful bidders	3. Network equipments required for the links, at all locations for all types of last mile connectivity other than Routers should be supplied and maintained by the successful bidder(s).	We request TNGB to share the details of components as if network component delivery is there then there will be change in delivery time lines.		It is clarified that Router will be provided by Bank. Any IDU/ODU, CPE (Customer Premises Equipment) Adaptors, Modem, POE, Cables up to Router should be provided by bidder.
51	21	2.6 Other contractual obligations of successful bidders	10. The Successful Bidder(s) shall appoint an experienced Representative to manage its performance of the Contract. The Representative shall be authorized to accept orders and notices on behalf of the Successful Bidder(s), and to generate notices and commit the Successful Bidder(s) to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Bank. The Successful Bidder(s) shall be solely responsible for the performance of the contract to the satisfaction of the Bank.	The telecom services being procured under this RFP are automated services and not people centric and hence, the said clause on replacement of people post prior permission is not applicable to the scope of work being provided under this RFP.		Please refer Amendment - 6

52	22	2.7 OTHER CONDITIONS . RFP document	1. The Successful Bidder(s) shall provide a qualified and experienced senior networkengineer (resident engineer) well versed in similar projects/MPLS Technology on ALLWORKING DAYS as specified below who shall manage and coordinate the projectthroughout the country.One person from 09.00 AM to 06.00 PM	It is not possible to provide one person on all 7 Days of week and all working days for the whole duration of project, recommend to allow minimum 2 personnel with 1 supervisor.Also please specify resident Engineer scope if anything specific is required	No change. Scope of Resident Engineer: Primarily liaison with ISP & Bank for the requirements of Bank such as 1. To manage links, down calls, monitoring the utilization & follow up 2. New, upgradation, conversion, shifting orders handling 3. Bills/Invoices & payment coordination. 4. Any other new requirements from bank
53	22	Point 2.8	No separate per location cost in respect of Data Centre, DR & NDR Site, Head Office (TMD, Salem & Project Office, Chennai) should be quoted by the bidder.	Please share the complete address of the locations of DC.DR&NDR, Head office & Project office Chennai) to do the feasibility for the required bandwidth . Request to consider to quote separately for these locations link as per norm govern rules.	No change. Please refer the amended location document published in website.
54	29	4.1	SLA	Kindly share the draft of the SLA and NDA with the bidders so that queries can be raised on the same.	Annexure X is available for NDA. Please refer amendment 8 for SLA.
55	30	4.7	Confidentiality	Request you to make the clause mutual	No change

56			<p>4.16 TERMINATION FOR DEFAULT The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:</p> <p>a. if the Bidder fails to commission the connectivity within the period specified in the Purchase Order, or within any extension thereof granted by the Bank or</p> <p>b. if the Bidder fails to perform any other obligations(s) under the Contract.</p>	<p>Early Termination Charges will be applicable if the bank terminates any link for convenience.</p>		<p>No change</p>
57	31	4.16 Termination for Default	<p>Termination for default</p>	<p>Request you to update as below: Termination to be invoked only on the provision of prior written notice period of 30 days or such other mutually agreeable time period and where such default is solely attributable to the bidder and only in case where the bidder fails to remedy the breach. Such default to be limited to non compliance of service levels for 3 consecutive SLA measurement periods. Also, termination due to non performance to be limited to the particular link only which is in default. Also, bank to pay for services provided till the last date of termination. Further, how would the other service provider be appointed. Also, since there are other remedies like penalties and termination applicable, request you to delete reference of the risk and cost clause.</p>		<p>No change</p>
58	33	4.19	<p>Copyright/license violation</p>	<p>There is no software to be provided under the RFP. Hence, we understand that any intellectual property violation will be limited to the equipment billed to the customer.</p>		<p>Any software or portal given to customer for monitoring links should adhere to copyright and license norms</p>

59	33	4.20	Compliance to Labour Laws	The services being provided under the RFP are automated and not people dependent. Kindly let us know how would the said compliance be applicable for automated services?	One resident engineer should be deployed by successful bidders in the Bank. It is required to comply GoI norms. Please adhere to the terms and conditions of RFP.
60	39	Technical Bid ANNEXURE III	2. MPLS links with Highest Class of Service should be available	Kindly confirm what type of Data will be transferred through the links? Is Voice / Video being passed or only pure Data is passed? In case of Voice how much percentage of total data is Voice? Please share the Class of Service to be mapped	High priority (100%) for business critical applications
61	39	Annexure III- Technical Bid	Termination of Premises	Please share the full address and Rack details to raise cross connect feasibility	Please refer the amended location document published in website.
62	40	Technical Bid ANNEXURE III	12. Configure Automatic Failover using Dynamic Routing Protocol	Since only Single link is provided by Service provider, Automatic Failover is responsibility of the Bank	It is clarified that auto failover configuration will be done by Bank. Any segment of IPs advertised at Bank's Router should be auto advertised at ISP end without any manual intervention from ISP side.
63	40	Technical Bid ANNEXURE III	13. Implement and Ensure Fallback solution to switch over to DR and NDR	Since it is Unmanaged service with Single Link ,fallback to DR and NDR to be done at LAN end by Bank, Provider will ensure subnets are advertised as per needed	
64	40	Technical Bid ANNEXURE III	14 All hardware Except Router to be provided by Service Provider	Hope Unmanaged Services are asked from service provider	Yes, unmanaged links only
65	40	Annexure III- Technical Bid	if the last mile on wireless, then such media should be licensed	All the Operator using UBR 2.4 or 5.8Ghz unlicensed Bandwidth for the wireless last mile ,Please remove the Licensed	No Change. If the wireless frequency used for connectivity is licensed, then the service provider should have necessary licenses

66	45	Annexure IV	Note : If there is any reduction in bandwidth charges in the Market then the same has to be passed on to the bank	Please remove the Clause, Market Price vary depends on the project		No change
67	42	Technical Bid ANNEXURE III	26, Any upgradation has to be made available within 14 Days	Customer can use GVPN Bandwidth on Demand feature through which the customer can schedule the upgrade through TCX Self Service portal, pre-condition is Last Mile should be higher than port speed as well as CPE should be capable of handling the upgraded Bandwidth. Any Permanent bandwidth upgrade will follow standard feasibility process		Upgradation PO/email will be issued in case of any requirement
68	53	Annexure IX	Confirmation to Minimum Wages	Since the services are automated and not people centric, we understand that the said compliance is not required.		Bidder has to provide Resident engineer at Bank. It is required to comply Gol norms. Please adhere to the terms & conditions of RFP
69	56	NDA	5. Confidentiality obligations to continue in time till the information enters public domain	Request you to limit the confidentiality obligations for 3 years post termination/expiry of the agreement		No change
70	57	NDA	12. Indemnity	We understand that indemnity to be limited to direct damages only. Indirect damages to be excluded in line with Sec 73 of the Indian Contract Act. Kindly update accordingly.		No change
71		8. Location List	Location Address	Request to kindly provide LAT LONG Details of all the locations to have feasibility accurate.		Please refer the amended location document published in the website.
72	ADDITIONAL	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 change

73	Additional	Additional	Limitation of liability	Requesting customer to cap over liability of bidder to annual charges received by Bidder under this RFP. 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	No change
74			Additional Query	1. Kindly consider the WAN Ping test from CPE to PE & Internet Browsing as Acceptance parameter for the Link. 2. Requesting you to kindly provide acceptance to the link within 7 days post handover of link.	It is clarified that acceptance will be given within 7 working days from the date of link delivery if the desired bandwidth is achieved while testing. If not, the acceptance date will be the date when the desired bandwidth is achieved during further testing.
75			Additional Query	We shall require 24*7 permission inside server room for installation of link & for maintenance of link for smooth execution of the scope of work.	No Change. Please adhere to the terms & conditions of RFP
76			Additional Query	1. Following Hardware/Accessories are excluded from Bidder's Scope a. Online UPS Power of 150 watts, b. Earthing from 220 volts to 230 volts, E-N Voltage < 2 volts, c. Air conditioning inside server room, d. Rack Space of 4U in existing racks as same shall be Arranged by Bank	Point a, b, c & d are excluded from Bidder's Scope



77		General		RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.		Rack space, Power supply & earthing will be will be arranged and maintained by customer.
78		General	Latency	Average latency for every 1000 test packet should not exceed 50 ms on 0% to 80% of circuit load		No change
79		General	Packet Loss	Packet loss would be determined on every 1000 test packets on 0% to 80% of circuit load and should not exceed more than 1%.		No change
80		General	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		Permission for site visit, provisioning for cable routing will be arranged by customer.

81	Additional	Additional	Limitation of Liability	<p>NOTWITHSTANDING ANY OTHER PROVISION HEREOF IN THE RFP, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING, BIDDER SHALL IN NO EVENT BE LIABLE TO THE BANK IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE ORDER/PURCHASE ORDER/ORDER FORM GIVING RISE TO THE LIABILITY.</p>		No Change
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