

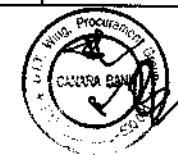
**Pre Bid Queries Replies of RFP 28/2020-21 dated 22/01/2021 for Provisioning, Commissioning, Integration, Testing, Acceptance and Maintenance of 1 Gbps Point to Point Link between e-Syndicate DC Mumbai and DRS Bangalore.**

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	12	B.INTRODUCTION	Scope of Work	8.8. The bidder shall arrange required Right of way permission from local Corporations/ Municipals/authorized agency for road cutting, digging, laying Ethernet RJ45 /Copper etc., Bidder shall produce such permission copy from these agencies, if bank requires.	Request modification of the clause as below Within the bank premise Way of permission will be Banks Responsibility.Please ammend the cluase	Bidder has to comply with the RFP terms.
2	13	B.INTRODUCTION	Scope of Work	8.16. The Bidder shall be fully responsible for installation and commissioning of the equipment related to commissioning of links, any cabling required and other related activities such as unpacking, uncrating, inspection etc., for which the bank shall provide the required space. All the cabling done for provisioning of connectivity shall be neat and structured. The bidder shall do the cabling through PVC conduit/casing/flexi-pipe. The bidder shall document the cabling path along with equipment/rack layout and get it approved by the Bank before actual installation.	Propose to remove the clause TCL will do cabling till MMR room .Since Crossconnect and Cabling Beyond MMR room is Banks responsibility we request removal of this clause	Bidder has to comply with the RFP terms.
3	14	B.INTRODUCTION	Scope of Work	8.22. If the Bank decides to shift the premises of any of the business unit, for which Point to Point Connectivity is ordered and provisioned, the same will be communicated to the bidder through email or letter. Bidder should shift the link to the new location within 4 weeks after receiving the communication in this regard, at no additional cost to the Bank.	Propose to remove the clause There will be minimal charges as per Feability for shifting of the links	Bidder has to comply with the RFP terms.
4	14	B.INTRODUCTION	Scope of Work	8.21.3. Monthly report (on daily traffic analysis) for the link.	Request removal of the clause Since the RFP is P2P we don't have any monitoring mechanism for P2P solution	This Clause stands deleted. Kindly refer Amendment-1 to this RFP.
5	14	B.INTRODUCTION	Scope of Work	8.21.6. ROOT CAUSE ANALYSIS for all performance and availability problem that occur. Formal root cause analysis will be delivered within five days of problem occurrence, including: 8.21.7. Explanation of the root cause 8.21.8. Action plan to prevent re-occurrence, with project plan / tasks required and timing for each major milestone of the correction effort, and identification of the Bank responsibilities in the correction process.	Request modification of the clause as below Standard RFO will be provided to customer post the issue resolution but RCA will be shared to customer within 5 business days on the customer request only ( Service improvement for the services will be conducted proactively if we see repeated outages within the same month for the same circuit).	Bidder has to comply with the RFP terms.



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6	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)	4. Up Time:	4.3. If the monthly uptime is below 99.9% for e-Syndicate DC Mumbai and DRS Bangalore link , the Bank shall deduct a penalty from the bandwidth recurring payment, if contracted, @ 2% of cost of monthly bandwidth recurring charges for each link for every 0.1 percent or part thereof reduction in the uptime.	Request modification of the clause as below Bidder request to make the Penalty as 1 % of bandwidth recurring payment for every 0.1% of reduction in uptime with capping of 10 % of monthly recurring charges.	Bidder has to comply with the RFP terms.
7	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)	4. Up Time:	4.3. If the monthly uptime is below 99.9% for e-Syndicate DC Mumbai and DRS Bangalore link , the Bank shall deduct a penalty from the bandwidth recurring payment, if contracted, @ 2% of cost of monthly bandwidth recurring charges for each link for every 0.1 percent or part thereof reduction in the uptime.	Request bank to change this clause to - If the monthly uptime is below 99.5% for DC-DRC Link, the Bank shall deduct a penalty from the bandwidth recurring payment, if contracted, @ 1.5% of cost of monthly bandwidth recurring charges for each link for every 0.1 percent or part thereof reduction in the uptime.	Bidder has to comply with the RFP terms.
8	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)	4. Up Time:	4.4. The total LD deductible per quarter as per above is restricted to a maximum of 10% of quarterly bandwidth charges of the contracted links. However, if the link's uptime is less than 94%, the link's bandwidth charges for that month will be deducted in addition to the above LD from the amount payable at the end of the quarter. If the uptime is less than 94%, the Bank shall levy the penalty as above and shall have full right to terminate the part or whole of the contract & services under this RFP or SLA, if contracted. The right of termination shall be in addition to the above penalty.	Request bank to change this clause to - The total LD deductible per quarter as per above is restricted to a maximum of 5% of quarterly bandwidth charges of the contracted links.	Bidder has to comply with the RFP terms.
9	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)	6. Payment Terms:	6.3. Payment towards recurring bandwidth charges for all the Point to Point links will be payable to the selected bidder Quarterly in arrears. The selected bidder has to raise the bill to the bank and submit the same at DIT, Naveen complex, Canara Bank after completion of every quarter along with downtime reports duly signed by designated Bank's officials and authorized bidder's officials. The claim has to be made on quarterly basis before the end of the subsequent quarter. The Bank, after deducting any LD charges, based on downtime calculation completed per month per Link for the link downtime, would release the payment to the bidder. However, the bidders may please note that as the project is a turnkey project, the start date for the bandwidth recurring charges for all the Point to Point Links would be only after the completion of acceptance of all the Point to Point Links, order wise.	Bidder requests Payment terms in quarterly advance	Bidder has to comply with the RFP terms.



10	18	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)	7. Completion Period:	7.1. Installation, Commissioning, Integration, Testing and related Acceptance of all the Point to Point Links on turnkey basis between all the referred locations as per the Appendix-M, within 7 (Seven) weeks from the date of Purchase order. However, the bidders would expedite for early acceptance of all Point to Point Links.	Please Ammend this clause to 10 Weeks	Bidder has to comply with the RFP terms.
11	20	E. SELECTION OF BIDDER	4. Bidders Presentation /Site Visits / Product Demonstration/POC:	4.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A -Conformity to Eligibility Criteria. Each Qualifying bidder is required to complete the POC within 10 Days(if required). Hence, Bidder is required to arrange the required Hardware/software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.	Propose to remove the clause Since this is a standard Product and Bank is Already using our P2P links we request removal of this clause	Bidder has to comply with the RFP terms.
12	22	E. SELECTION OF BIDDER	8. Determination of L1 Price	8.2. The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid. Bidder who has quoted lowest Total Cost of Ownership in the Annexure-14 (Bill of material), will be declared as L1 Bidder.	Bidder requests clarity in evaluation process. Understanding it is a L1 bid &the Pricing needs to be submitted via commercial format on the Bidder's Letterhead, there is also a mention of Reverse auction process. Advise which process needs to followed.	Bidder has to comply with the RFP terms.
13	27	G. GENERAL CONDITIONS	3. Responsibilities of the Selected Bidder	3.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.	Propose to remove the clause Since bidder is a listed entity and any change in management of the company which needs to be disclosed by Bidder, will be communicated as per the listing requirements to stock exchange which thus becomes publically available. Hence this requirement needs to be deleted.	Bidder has to comply with the RFP terms.
14	27	G. GENERAL CONDITIONS	6. Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Propose to Modify the clause Bidder can only provide access to publically available records of bidder. Any such audit shall be at Banks cost and shall be during normal working hours. Bank has to give prior notice of 30-days to Bidder before it intends to conduct any such audit. Auditor shall be bound by confidentiality agreement. No such audit shall exceed for a more that 4-hours duration and such audit to be restricted only to once during contract period.	Bidder has to comply with the RFP terms.

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15	27	G. GENERAL CONDITIONS	7. Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Propose to Remove the clause Bidder requests removal risk purchase clause. Bidder cannot accept third party cost.	Bidder has to comply with the RFP terms.
16	27	G. GENERAL CONDITIONS	11. Guarantees	The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.	Product team to review	Bidder has to comply with the RFP terms.
17	27	G. GENERAL CONDITIONS	12. Intellectual Property Rights	Whole Clause	Propose to Modify the clause Bidder requests removal risk purchase clause. Bidder cannot accept third party cost.  The bidder will not be liable nor responsible if such infringement is caused due to use of the product not intended by bidder, modifications not made by bidder, use of bidder deliverable in conjunction with products not provided by bidder, etc.  Further the aggregate liability of the Bidder for all such IPR claims shall be restricted to 12-months of the charges collected by Bidder under the applicable order giving rise to such liability. Bidder shall not be liable for any indirect, consequential, special, exemplary costs, losses, charges, damages etc. or for cost of any replacement.	Bidder has to comply with the RFP terms.



18	27	G. GENERAL CONDITIONS	14. Indemnity	14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	Propose to Modify the clause Bidder request removal of indemnities mentioned in clause 14.1.1. Further the indemnities shall not survive post termination of contract.  Further the aggregate liability of the Bidder for all such IPR claims shall be restricted to 12-months of the charges collected by Bidder under the applicable order giving rise to such liability. Bidder shall not be liable for any indirect, consequential, special, exemplary costs, losses, charges, damages etc. or for cost of any replacement.	Bidder has to comply with the RFP terms.
19	30	<u>Annexure-7</u>	Technical Requirements.	2.8. The Bidder shall be fully responsible for installation and commissioning of the equipment related to commissioning of links, any cabling required and other related activities such as unpacking, uncrating, inspection etc., for which the bank shall provide the required space. All the cabling done for WAN shall be neat and structured. The bidder shall do the cabling through PVC conduit/casing/flexi-pipe. The bidder shall document the cabling path along with equipment/rack layout and get it approved by the Bank before actual installation.	Propose to remove the clause TCL will do cabling till MMR room .Since Crossconnect and Cabling Beyond MMR room is Banks responsibility we request removal of this clause	Bidder has to comply with the RFP terms.
20	31	<u>Annexure-2</u> <u>Eligibility Criteria Declaration</u>	Criteria no.g	<u>Eligibility Criteria:</u> Bidder should have provisioned 1 Gbps or higher bandwidth over bidder's own National Long-Distance covering Bangalore and Mumbai in a single link. <u>Documents to be submitted:</u> Purchase Order Copies & Satisfactory Services letter from the Customers to be produced specifying the Technology.	Request bank to modify the clause as "Purchase Order Copies & Satisfactory Services letter/Project signoff/Project Acceptance Certificate/ Installation Certificate/Mail Confirmation from the Customers to be produced.	Bidder has to comply with the RFP terms.
21	31	<u>Annexure-7</u>	Technical Requirements.	2.20. The bidder must have the capacity to increase and decrease the bandwidth on demand.	Request modification of the clause as below This can be done as BAU request as per feasibility	Bidder has to comply with the RFP terms.
22	31	<u>Annexure-7</u>	Technical Requirements.	2.22. The following Network parameters need to be ensured:  2.22.1. Packet loss: less than 1%.	Propose to remove the clause Since this is a P2P connectivity and Packet loss cannot be measured on P2p we request to remove this clause	Bidder has to comply with the RFP terms.
23	31	<u>Annexure-7</u>	Technical Requirements.	2.23. Service Provider should have a centralized trouble ticketing tool for call logging, Proactive monitoring and troubleshooting purpose. Service provider shall provide Toll free number for docket booking, NOC contact and the escalation matrix acceptable to the Bank.	Propose to modify the following clause We have a central Portal where you can raise trouble ticketing .Since This is an L2 circuit Proactive Monitoring is not possible.We request you to remove Proactive monitoring from this clause	Bidder has to comply with the RFP terms.



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24	31	<u>Annexure-7</u>	Technical Requirements.	2.17. Jitter - 10 milliseconds maximum.	Propose to remove the clause Since this is a P2P connectivity and Jitetr cannot be mesured on P2p we request to remove this clause	Bidder has to comply with the RFP terms.
25	34	<u>Annexure-7</u>	Technical Requirements.	2.20. The bidder must have the capacity to increase and decrease the bandwidth on demand.	Request bank to delete this clause or modify same to - The bidder must have the capacity to increase and decrease the bandwidth on a confirmed PO and timelienees for same should not exceed 6 weeks.	Bidder has to comply with the RFP terms.
26	34	<u>Annexure-7</u>	Technical Requirements.	2.22.2. Minimum Time to Restore (MTTR): Maximum 2hrs.	Request bank to change same to-Minimum Time to Restore (MTTR): Maximum 4 hrs.	Bidder has to comply with the RFP terms.
27	34	<u>Annexure-7</u>	Technical Requirements.	2.17. Jitter - 10 milliseconds maximum.	Request bank to change as Jitter - 20Milliseonds maximum	Bidder has to comply with the RFP terms.
28	34	<u>Annexure-7</u>	Technical Requirements.	2.21. The bandwidth to be provided by the Bidder should meet the network security requirement as defined by Bank from time to time e.g. would be able to support IPsec, 3 DES, AES256 encryption etc.	Request bank to delete the clause as same not applicable for P2P links.	Bidder has to comply with the RFP terms.
29	35	<u>Annexure-8</u>	Scope of Work	<u>8. Latency:</u> < 20 msec on 24x7x365 basis between Service Provider's Demark at both ends.	Request bank to change <35 msec	Bidder has to comply with the RFP terms.
30	NA	Appendix - I	Pre Contract Integrity Pact.	<b>7. SANCTIONS FOR VIOLATIONS</b>  xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.	Bidders request modification of this clause as under:  xi.The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER who are involved in this project, to gain undue advantage in breach of this Agreement, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER	The submission of Appendix-I (Pre Contract Integrity Pact) is not envisaged under this RFP.



31	NA	Appendix - I	Pre Contract Integrity Pact.	<p><b>8. FALL CLAUSE</b>                  8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	<p>Propose to modify the clause as below                  This clause can only be complied only in respect of goods &amp; services of similar discreption/quantity/quality &amp; specifications.</p>	<p>The submission of Appendix-I (Pre Contract Integrity Pact) is not envisaged under this RFP.</p>
32	NA	Appendix - I	Pre Contract Integrity Pact.	<p><b>10. FACILITATION OF INVESTIGATION</b>                  In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,</p>	<p>Bidder proposes modification of this para as under:                  "In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all publically available Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,"</p>	<p>The submission of Appendix-I (Pre Contract Integrity Pact) is not envisaged under this RFP.</p>

Date: 02/02/2021  
 Place: Bengaluru

*S. S. Salgaonkar*  
 Deputy General Manager

