

**Pre-Bid Meeting Replies & Corrigendum**  
**Supply, Implementation, Operation & Management of MPLS & Broadband link with SD WAN for Multi-Branches, DC & DR Locations**  
**for BOB Financial Solution Ltd.**  
**(RFP NO: SYS: 2018/03 : Dated: 19th March. 2018)**  
**Date of Pre-bid Meeting : 28th March 2018 (11:00AM)**

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
1	9	2.1	The selected Bidder has to install and manages Link, the edge CPE devices, procures and manages access links from multiple NSPs, and manages all day-to-day network management aspects of the solution to achieve uninterrupted access to business applications. Mission critical applications run centrally over a network that now spans across 40+ physical locations spread all across India and services that would be necessary as per the defined requirements of the RFP. The selected Bidder has to ensure that the desired objectives of the Company are fulfilled. The Company intends to avail the following services from Bidder: i) MPLS VPN ii) Broadband/ ADSL/ DSL Connectivity/ILL	Request BFSL to consider the Technology as MPLS & to remove the Broadband/ADSL/DSL Connectivity from this tender.  Since DSL/ADSL doesn't provide any QOS, committed bandwidth & SLA up time.		No Change
2	9	2.1	The selected Bidder has to install and manages Link, the edge CPE devices, procures and manages access links from multiple NSPs, and manages all day-to-day network management aspects of the solution to achieve uninterrupted access to business applications. Mission critical applications run centrally over a network that now spans across 40+ physical locations spread all across India and services that would be necessary as per the defined requirements of the RFP. The selected Bidder has to ensure that the desired objectives of the Company are fulfilled. The Company intends to avail the following services from Bidder: i) MPLS VPN ii) Broadband/ ADSL/ DSL Connectivity/ILL	Request BFSL to consider the ordering of Hardware and Bandwidth Services should be allowed on two companies if one company is 100% subsidiary of another company. Request BFSL to kindly consider this clause.  Bidder shall have the licenses / permissions / clearances from various regulatory authorities to offer MPLS/Internet services. All of the above with valid license should have been issued in the name of Lead Bidder only.		No Change
3	10	3.2	B11: The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity on SD WAN technologies from them for at least 3 years continuously.	Request BFSL to relax this clause, as SDWAN is new technology & not many company in India has implemented this solution.  Request BFSL to consider the customer reference of MPLS VPN technology for this RFP.		The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity from them for at least 3 years continuously.
4	11	4	Bidders are required to set up MPLS & SD WAN network localized at each Locations as per Appendix -05 to provide connectivity to DC and DR of bank of Baroda & Third party through the MPLS & broadband link with SD WAN Technology at desired speed	Request BFSL to share us the complete site address of DC & DR locations which are missing in Appendix 5.		updated Appendix-05 is uploaded.
5	11	4	Point no 4: All branches & corporate office and routers located at Branch nodes to be managed by successful bidder	Are these existing routers which are of BFSL Or Bidder to provide the new routers at all locations? Please confirm.		Supply, Installation, Testing ,Commissioning & Management of Router/ Hardware as specified in Tender document shall be responsibility of Successful Bidder.

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6	11	4	Point no 5: The responsibility of obtaining necessary permission & coordination to implement Link for various location as per Appendix –8 will be responsibility of Successful bidder	Request BFSL to provide the site readiness at branches as below:  BFSL to provide the Online UPS, Rack Space, Earthing (E-N voltage<2 volts) & Air conditioning insider server room, Permission inside branch at server room for installation of link, roof top permission for installation of pole at each braches. BFSL to take care of any rental to arrange such permission from landlord. Request BFSL not to restrict any Pole or Tower height. This will ensure that		will provide site readiness details to successful bidder
7	11	4	Point no 6: Obtaining IP block from CBEC/Director General of System & Data management will be the responsibility of Successful Bidder	Not able to understand this requirement. Request BFSL to provide the more details for same.		Public IP require for WAN / MPLS connectivity at every branch/office/DC/DR shall be responsibility of Successful Bidder
8	11	4	Point no 12: Local lead/last mile connectivity shall be the responsibility to the Successful bidder and should ensure proper installation of connectivity at premises listed in Appendix 08 without causing any disfigurement at the location. If any disfigurement is caused then the cost of the same will be recovered from Successful Bidder	Reuquest BFSL to take care of internal cabling if there is any false ceiling is there & as TSP engineer will not be able to take responsibility in such cases. However TSP can handover the required UTP cable.		BFSL will provide accessible route to lay Cable for Successful bidder within office area
9	11	4	Training	Request BFSL to share us the complete scope for training		Successful bidder to provider basic training to BFSL IT personal on basic installation of said Connectivity.
10	12	4.2.1	The Successful Bidder has to provide two IP MPLS VPN link, from two different service provider. The last miles should not be on wireless	Request BFSL to confirm whether they are looking for Single MPLS Cloud having dual last mile links at each lcoations Or Dual MPLS Cloud (i.e. Separate MPLS Cloud) from two different providers.		Dual MPLS Cloud (i.e. Separate MPLS Cloud) from two different providers.
11	12	4.2.1	The Successful Bidder has to provide two IP MPLS VPN link, from two different service provider. The last miles should not be on wireless	If requirement is of having two different MPLS clouds then request BFSL to remove this as procurement of Secondary MPLS network from another provider becomes reselling of bandwidth & is against the TRAI guidelines.		two IP MPLS VPL Link from two different service provider for only Category "A".
12	12	4.2.1	During normal operations traffic should flow across both the links. In case of failover of one SP link or CE, the connectivity should be automatically established with second SP link or CE without any delay/latency	Request BFSL to confirm whether active - active is required based on user basis? There will be some switchover time period which will be required to move from one network to another.		Switchover time period shall not be more than 5 Second.
13	12	4.2.1	BFSL should be able to aggregate bandwidth (Bonding) from both the service providers though they are terminating on different CE	Request BFSL to share the more details for same?  Is BFSL looking for aggregated bandwidth of two MPLS Clouds at DC/DR. If yes, technically it is not possible.		This clause has been deleted
14	12	4.2.1	Each location shall have two CE equipment and Two MPLS VPN link as specified in Appendix-5 with required modules and accessories which shall work in active-active mode	Request BFSL to share us the LAN details for all the locations.  Request BFSL to share us the required architecture for active - active.		Kindly refer Appendix - 05 & 08. required details to provide connectivity are given in these appendix.
15	12	4.2.1	The Successful Bidder has to provide two IP MPLS VPN link, from two different service provider. The last miles should not be on wireless	Request BFSL to consider the Copper media too.		copper & Fiber media is acceptable

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16	13	4.2.2	Successful bidder would procure and terminate Internet / Broadband / ILL links from any SP and terminate on the SD-WAN CE	Request BFSL to remove the Broadband from this requirement.		This clause is amended as "Successful bidder would procure and terminate Internet / Broadband / ILL links from any SP and terminate on the SD-WAN CE."
17	13	4.3	Last mile: The maximum height of pole should preferably be not more than 6M from roof top. However acceptance of the same is subject to availability of permission from landlord	Request BFSL to remove the limitation of RF Pole.		No Change
18	8	1.15	Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice	After the finalization of SOW/LLD, If additional user requirement has additional commercial impact then additional charges will be applicable on customer.		additional Bandwidth requirement apart from given SOW in RFP shall be payable based on mutual understanding between Successful bidder & BFSL.
19	11	4	Supply, installation, integration with corporation's network, maintenance of network and equipment's including CPE equipment at all locations.	BFSL service integrator support will be required in this, bidder can check upto the device provided by the bidder. If any changes or configuration is required at other network/network devices, it will be done by the BFSL		BFSL will provide support
20	11	4	All branches & corporate office and routers located at Branch nodes to be managed by successful bidder.	With router, BFSL is referred to SDWAN router which will be provided by bidder, any device beyond this will not be managed by bidder.		successful bidder's responsibility lies upto device/hardware provided by him.
21	11	4	The responsibility of obtaining necessary permission & coordination to implement Link for various location as per Appendix -8 will be responsibility of Successful bidder.	BFSL central spoke/ respective branch spoc nominated by BFSL will be responsible to arrange/provide permission/access for the bidder at respective locations to work, this includes in building/campus permission from building landlord/owner, permission to install network equipment, mast/tower/pole at customer location, access in BFSL server room to install NW equipments or any other permission at customer location which is required to deliver the connectivity will be arrange by BFSL. Bidder will coordinate with the Branch spoc for which details are shared by the BFSL. But besides this a central spoke is also required from BFSL end who will be responsible to address and resolve the customer end concerns if bidder face any issue from Branch end. No penalty should be applicable on bidder if the delay caused due to		required permission / access to work within office/ building shall be provided by BFSL.
22	11	4	Obtaining IP block from CBEC/Director General of System & Data management will be the responsibility of Successful Bidder	WAN IP's will be provided by bidder. Incase of Internet if required by the BFSL /29 LAN ip pool per site will be provided by bidder. Besides this BFSL will be responsible to provide the required IP's		NO Change
23	11	4	Successful bidder has to provide all Network hardware under the Managed MPLS & managed broadband connectivity with SD WAN enable	Please change managed broadband to managed MPLS or internet.		No Change

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24	11	4	Management, operation & maintenance of All CPE equipment's & router located at BFSL's DC & DR which is the responsibility of Third party who is managing same. Successful bidder has to do necessary coordination with Third party Vendor to implementation & commissioning of MPLS & SD-WAN in respective location.	Will be applicable in case the CPE equipments and services are provided by the bidder form the third party.		Yes. Bidder will have to do necessary coordination with third party to installed / manage supply equipments.
25	11	4	Successful bidder to ensure last mile infrastructure (Last mile and Router) to support max bandwidth requirement for each location from day one.	Please define the maximum BW requirement at each location keeping future requirement also in mind.		Kindly refer Annexure - 05 : Details of Bandwidth Requirement
26	12	4	Training.	One day training session will be conducted by bidder at customer central locations and all travelling, accomodation and other charges of the trainees will be paid by BFSL only.		providing training on installed setup to BFSL IT personal shall be responsibility of Successful Bidder at his own cost.
27	12	4	Successful bidder to inform BOB Financial Solution Limited (hereafter refer as BFSL) about the threshold limit crossed for any locations in writing. BFSL may increase the bandwidth as per the rate card/rate contract provided by the Successful bidder. The Successful bidder has to scale up the bandwidth within 48 hours of notification by BFSL.	BW upgrade will be done subject to the feasibility and accordingly delivery time lines will be shared with BFSL.		Delivery time line shall be decided based on mutual understanding by both parties ( Successful bidder & BFSL).
28	12	4	Should intimate BFSL about planned events and service outages through alerts.	BFSL has to share the contact details for all the stakeholder so that details can be updated in bidder system to share the information whenever required.		Contact details shall be provided to Successful Bidder
29	12	4.2.1	The Successful Bidder has to provide two IP MPLS VPN link, from two different service provider.	With this we understand that the two different MPLS clouds are required.		yes. Two different MPLS Clouds are required.
30	13	4.3.2 (i)	The maximum height of pole should preferably be not more than 6M from roof top. However acceptance of the same is subject to availability of permission from landlord.	What if the location is feasible on more than 6M pole height. Also what will be approved height for GBT cases. If the lanlord permission is not avialable then bidder should be allowed to declare the site technically not feasible and no penalty should be applicable on bidder.		Successful bidder has to take necessary permission from landlord/ local corporate authority .
31	13	4.3.2 (ii)	The frequency should be restricted / licensed.	Please remove this or changed it to unlicensed.		No Change
32	13	4.3.2 (iii)	Weightage would be given to the bidders who provide wired connectivity.	Please remove this clause.		This clause is deleted.
33	14	4.4.1 (ix)	The solution should provide self-service portal to configure & manage the WAN.	Self service Portal to configure wan is not available.		This clause is deleted.
34	14	4.4.1 (xiv)	All SD-WAN CPEs should be upgradeable to various bandwidth speeds without changing physical hardware.	Please confirm maximum BW requirement.		Specification of SD-WAN is given in Technical Specification Document..

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35	16	4.7	Maintenance & Support of implemented Infrastructure The Bidder shall be responsible for providing 24*7*365 days support for all Category A & B location's infrastructure and Working hours (8AM to 8PM) support for all category-C locations from the date of issuance of operational acceptance by the BFSL. Also Bidders shall be provide onsite support (One Network Engineer) for working Hours (8AM to 8PM) at Noida office to monitor, Ticket Generating on behalf of Client, coordination with respective Team etc.	Request BFSL to provide the seating space, Desktop/Laptop, Telephone lines, Temporary ID Card/Permission inside premises for Resident engineer.		BFSL shall provide the Seating space, Desktop/laptop, Telephone lines & Temporary ID Card/ Permission to bidder's resident Engineers.
36	16	4.7	Maintenance & Support of implemented Infrastructure The Bidder shall be responsible for providing 24*7*365 days support for all Category A & B location's infrastructure and Working hours (8AM to 8PM) support for all category-C locations from the date of issuance of operational acceptance by the BFSL. Also Bidders shall be provide onsite support (One Network Engineer) for working Hours (8AM to 8PM) at Noida office to monitor, Ticket Generating on behalf of Client, coordination with respective Team etc.	Request BFSL to provide the scope for this resident engineer.		BFSL shall provide Desk to Resident Engineer, Their Job will be resolving Link and device related issue on timely within SLA .
37	19	5	Implementation Timelines and Deliverables	Delivery time lines will be subject to feasibility outcome. However 10 weeks is very short time lines. Request BFSL to consider the delivery time lines of 20 weeks from date of PO.		No Change
38	21	6	SLA	Please revised it as below. Category A & B ::: 99.5% Category C ::: 98.5%		this clause is amended as " Category C >= 98.5%" As we are taking dual Link .
39	21	6	Penalty for not meeting the SLA up time.	Please revised it as below. Category A & B ::: 99.5% Category C ::: 98.5%  Penalty to be applicable for not meeting the SLA up time as mentioned above:  Please revise it to "for every 0.5% drop in SLA criteria - 0.5%% of QP of the effected link only and with a maximum cap up to 10% of the QP		this clause is amended as " Category A & B : 99.50% and Category C >= 98.5%".
40	21	6	However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to the BFSL. The selected Bidder shall obtain the proof authenticated by the BFSL official that the outage is attributable to the BFSL	Bidder will troubleshoot and share the RFO with the BFSL which should be considered as the authenticated document, in case of any dispute BFSL has to revert immediately to bidder spoc after receiving the RFO.		Accepted

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41			Bid Security Bidders are required to submit an Bid Security/ Earnest Money Deposit (EMD) for Rupees Ten lakhs only (INR 35,00,000 only) by way of Bank Guarantee (Appendix 11 – Pro forma for Bank Guarantee) issued in favor of "BOB Financial Solutions	There is some confusion with EMD amount. On front page it is mentioned as 6 lakhs, here it is mentioned as 35 lakhs as well as 10 lakhs.  Request BFSL to share us the correct EMD amount.  Also request BFSL to consider the EMD in form of Bank Gurantee.		This clause is amended as " bidder are required to submit as Bid Security / Earnest Money Deposit (EMD) for Ruppes 6,01,000 /- by way of Bank Gurantee issued in favor of "BOB Financial Solutions Limited" valid for 180 days from the last date of submission of bid along with Technical offer. The bank Gurantee should be of any nationalized bank and will be accepted subject to the decretion of the BFSL."
42	28	15	There will be an acceptance test by BFSL or its nominated representatives after installation of the Solutions. In case of discrepancy BFSL reserves the right to cancel the entire contract and the Bidder should take back its solution at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of BFSL and / or its representatives. The tests will involve trouble-free operation of the complete solution during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. BFSL will take over the system on successful completion of the above acceptance test. The installation cum acceptance test & check certificates jointly signed by selected Bidder's representative and BFSL's official or any consultant / auditor appointed by BFSL should be submitted at Project Management Office of BFSL, along with invoice etc. for scrutiny before taking up the request for consideration of payment.	Site wise solution should be tested within 24 to 48 hours of delivery, and the sitewise acceptance must be released immediately after completing the testing. The site will be considered deemed accepted incase the testing is not completed and acceptnace not released by the BFSL within 3 days of delivery and bidder will be allowed to activate the billing from the date site is declared delivered by the bidder. Bidder must be allowed to active the sitewise billing after receiving the sitewise acceptance from the BFSL.  (i.e. Acceptance has to be site wise).		Successful bidder has to provide project schedul to BFSL before starting project. Accordingly BFSL will decide Acceptance Testing Date.
43	II	24	In the event of non-performance of obligation or failure to meet terms of this RFP the BFSL shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be	More clarity on the terms of non performance		RFP condition prevails
44	40	11.3	No Liability	Need to add "Airtel shall not be liable for any cost to the customer in any manner whatsoever for any loss of profits, goodwill, consequential losses (including any actions brought by a third party), whether direct or indirect"		No Change
45	41	11.5	Termination of contract	Termination shall happen for cause and not for convinience, applicable to both parties		it should be as per RFP Terms & Conditions.
46	12	4.2.1	The Successful bidder has to provide dual CEs. Each link to be terminated on separate CE.	But in appendix 05, for category A 2 routers per site are asked and in category B 1 router per site is asked. Kindly suggest		2 CEP device for Category for A & B and 1 for Category for C
47	14	4.4.1	All SD-WAN CPEs should be upgradeable to various bandwidth speeds without changing physical hardware.	What should be the highest bandwidth expected.		bandwidth shall not be more than the port speed of SD-WAN Device as specified in Technical Specification.
48	14	4.4.1	The solution should have minimum of 4 to 8 X GE ports and CPE should be Wi-Fi enabled as well.	Request BFSL to remove the requirement of Wi-Fi enabled CPE's.		This clause is amended as "The solution should have minimum of 8 X GE ports"

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49	15	4.6.12	The solution must store historical traffic and performance information to assist with trouble analysis, traffic forecasting and SLA compliance	Any expectation for the number of days the historic data needs to be stored.		already specified 30 day in RFP
50	1.1	Annexure 13	Proposed solution should support Packet – based load balancing.	packet based loadbalancing is not the common practice and not required for TCP application. Please allow packet based/session based load balancing		this clause is amended as "Proposed solution should support Packet based / Session based Load balancing"
51	2.3	Annexure 13	The solution should be capable of state synchronization between HA devices.	This is one vendor specific architecture. Please remove it.		this clause is deleted from RFP - Annexure 13
52	3.4	Annexure 13	The proposed solution should support minimum 4 to 8 no of network interfaces (100/1000). All interfaces should be fully populated with required transceivers, if any.	Please clarify actual port requirement. 4 to 8 port will allow vendors to quote solution with different configuration and will be difficult to compare		This clause is amended as "The proposed solution should support minimum 8 no. of network interfaces (100/1000)".
53	4.1	Annexure 13	The proposed solution must assign the path on per packet basis for both TCP and UDP sessions.	Please say per packet or per session		This clause is amended as " The proposed solution must assign the path on per packet/per session basis for both TCP and UDP sessions."
54	4.3	Annexure 13	Should support static & dynamic outbound as well as inbound load balancing	Since there are SD-WAN capable routers at both side, traffic load balancing happens in outbound direction. Please remove inbound loadbalancing requirement		NO change
55	4.4	Annexure 13	Should have DNS capability for inbound load balancing	This is vendor specific and typically not a feature of SD-WAN. Request you to remove it		this clause is deleted from RFP .
56	4.6	Annexure 13	The Hardware appliance should provide client connections state details with ICP state like syn sent, established.	This is vendor specific feature. Please remove this requirement		this clause is deleted from RFP
57	4.8	Annexure 13	Quality decisions used in path selection must be unidirectional, with support for asymmetric routing.	This is vendor specific feature. Typically, end to end path quality should be bi directional for path quality calculation.		this clause is amended as "end to end path quality should be bi directional for path quality calculation"
58	4.13	Annexure 13	The proposed solution must have ability to reorder any packets that are retransmitted during a failover.	This is already done at application layer and not the functionality of router. Please remove this requirement		this clause is deleted from RFP .
59	4.16	Annexure 13	Adaptive Bandwidth Detection is applicable to networks with LOS, Microwave, 4G/LTE WAN Links, for which the available bandwidth varies based on weather and atmosphere conditions, location, and line of site obstructions. The proposed solution should adjust the bandwidth rate on the WAN Link dynamically based on a defined bandwidth range (minimum and maximum WAN link rate) to use the maximum amount of available bandwidth.	This is vendor specific feature. Please remove this requirement		this clause is deleted from RFP .
60	4.2	Annexure 13	Should support transparent & stateful failover between 2 devices using client table mirroring	This is specific to one vendor only. Pls. remove this requirement		this clause is deleted from RFP .
61	4.31	Annexure 13	To ensure high application performance for bandwidth intensive applications such as multi-media streaming, backups, and large file transfers, the solution should be able to leverage multiple links simultaneously for a single application session.	This is vendor specific feature. Request you to remove this requirement		this clause is deleted from RFP .
62	4.32	Annexure 13	The solution should be able to load balance across links simultaneously, or leverage the secondary link for spill-over if the bandwidth required for one session exceeds the available bandwidth on the best link.	This is vendor specific feature. Request you to remove this requirement		this clause is deleted from RFP .

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63	4.34	Annexure 13	If the bandwidth of a single session exceeds that available on any single link, the session must be able to use multiple links	This is vendor specific feature. Request you to remove this requirement		NO change
64	4.36	Annexure 13	The solution should feature a reliable retransmission mode.	This happens at application level. Pls. remove this requirement		this clause is deleted from RFP .
65	4.37	Annexure 13	The receiving device can initiate a retransmit from a sending device for a lost packet to assist with the recovery of lost packets.	This happens at application level. Pls. remove this requirement		this clause is deleted from RFP .
66	4.38	Annexure 13	This ability must exist to retransmit any packets lost during a failover for both UDP and TCP traffic.	This happens at application level. Pls. remove this requirement		this clause is deleted from RFP .
67	4.39	Annexure 13	To ensure high application performance for real-time applications, such as voice, the solution should be able to duplicate a session's traffic for a given application.	This is vendor specific feature. Request you to remove this requirement		NO change
68	4.51	Annexure 13	The solution must be deployable in-path using bypass interfaces in a large core data center, where a large and diverse mix of application traffic make it difficult and very tedious to configure and manage ACL's and traffic redirection lists for PBR (policy based routing) or Dynamic Routing Protocol.	This is specific to one vendor. Pls remove this requirement		this clause is deleted from RFP
69	4.57	Annexure 13	This features provides a firewall built into the SD-WAN application.	Pls. say, solution should have capability to filter traffic based on ACL, Application based access control		this clause is deleted from RFP
70	4.74	Annexure 13	Logs must be retained in each individual device for a period of at least 30 days.	Pls. say, logs must be retained either in device or at central log server for 30 days.		This clause is amended as " Logs must be retained in each individual device or at central log server for 30 days. Successful bidder has to share all log details with BFSL daily".
71		General	Space,UPS power, earthing, power socket, and power extensions will be arranged and provided by the BFSL.			BFSL will provide UPS Power, Earthing & Power Socket
72		General	Cable routing from false ceiling, pop wall or any other sensitive area will be done by BFSL electrician. Cable will be provided by bidder.			BFSL will provide accessible route to lay Cable for Service Provider.
73	38	10	Payment Terms	Request BFSL to consider the Payment terms as below: OTC: 100% after successful implementation of link. Hardware - 100% after successful delivery of hardware. Recurring Charges: Quarterly in advance.		RFP condition prevails
74		General	Cross connect where ever required will be provided/arranged by the BFSL.			only in Network Rack located in BFSL premises.
75		General	Scanned copy of all delivery challan, installation report and delivery logs will be shared on mail. BFSL should provide the acceptance basis the reports shared on mail with the central spoke. Bidder will not maintain the hardcopy of any report.			subject to requirement
76		General	Hardware will not be replaced/repared or covered under warranty if found physically damaged or burnt due to earthing or power issue or damaged due to water sippage at customer location.			If the same is due to BFSL.



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77		General	In case of connectivity down, BFSL has to ensure the LC availability and access for the bidder engineer at site so that connectivity can be restored. In case the access is not available or delayed then downtime will not be allocated to bidder.			BFSL shall provide require permission/access. Coordination for Access/permission shall be done by resident engineer of successful bidder.
78		General	All invoices must be submitted at central location to central spoke and payment should also be released from the central spoke.			yes
79	30	8.5	Normalization of bids: BFSL may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if BFSL feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; BFSL may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once	Request BFSL to explain this normalization process		Refer RFP Document
80	21	i	Penalty During Warranty & O/M Lifecycle	We can provide SLA upto 99.5%		this clause is amended as " Category A & B : 99.5% and Category C >= 98.5%".
81	24	II	In the event of non-performance of obligation or failure to meet terms of this RFP	More clarity on the terms of non performance		Kindly refer RFP Document.
82	41	11.5	Termination of contract	Termination shall happen for cause and not for convenience, applicable to both parties		NO change
83	40	11.3	No Liability	Need to add "Airtel shall not be liable for any cost to the customer in any manner whatsoever for any loss of profits, goodwill, consequential losses (including any actions brought by a third party), whether direct or indirect"		No Change
84	38	10.1	Quarterly Recurring Charges (MRC) The payment of Total Five year maintenance/rentals/utilization charges will be made quarterly in advance, on actuals. As below: S. No. Payment Milestones for the Recurring and Operations & Maintenance %Payment of Total Recurring Cost of 5 years calculated pricing in cost summary (N). Time Schedule (All time in Weeks) 1 Q1 – Q4 4% of N per quarter Quarterly 2 Q5 – Q8 4.5% of N per quarter Quarterly 3 Q9 – Q12 5% of N per quarter Quarterly 4 Q13- Q16 5.5% of N per quarter Quarterly 5 Q17 – Q20 6% of N per quarter Quarterly	Need Modification as below: HW payment on delivery- 80% HW payment on Insatallation-20% Services/ BW- Quarterly in arrears  Need acceptance and payment to be released site wise		No Change
85			There shall be no escalation in the prices once the prices are fixed and agreed to by the BFSL and the Bidder	Taxes shall be extra at the rates prevailing at the date of invoicing		RFP condition prevails
86			The BFSL will pay invoices within a period of 45 days from the date of receipt of undisputed invoices.	Need 30 days credit period		No Change

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87	48	11.24	BFSL expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. <u>The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance.</u> BFSL at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.	Need modification, penalty @ 0.5% of undelivered link for a weeks delay capped at maximum 5% of the value of undelivered link		No Change
88			SLA Penalty	Need modification: penalty @ 0.5% of the QRC for every 1% drop in committed uptime capped at maximum 5% of the QRC		No Change
89			Limitation of Liability- Proposed	Please add Limitation of Liability clause as Under no circumstances shall the bidder be liable to the customer for any indirect, special, punitive or exemplary damages, or for any loss of business, profit, use, goodwill, reputation or data. Notwithstanding anything contained in the tender document or the contract, the maximum liability of the bidder in respect of all claims, in the aggregate, under or in relation to the tender/contract shall not exceed the total fees paid to the bidder by customer in the twelve months immediately preceding the date of the claim "		No Change
90			Acceptance	Need site wise acceptance. HW- POD Connectivity- Ping Test		Yes
91			General	Request to add the clause	Bidders are allowed to submit experience in terms of Eligibility/technical qualification of their Parent company/holding company and/or subsidiary company.	Bidders are allowed to submit experience in terms of Eligibility/technical qualification of their Parent company/holding company and/or subsidiary company.
92	9	3.2 Bidder/ Prime Bidder Qualification Criteria B-1	The bidder should be a Company Registered under Company act and should be in business for at least five (5) years as on March 31, 2017.	Request to amend the clause	The bidder/Parent company/holding company and/or subsidiary company. should be a Company Registered under Company act and should be in business for at least three (3) years as on March 31, 2017.	Bidders are allowed to submit experience in terms of Eligibility/technical qualification of their Parent company/holding company and/or subsidiary company.
93	9	3.2 Bidder/ Prime Bidder Qualification Criteria B-4	The Bidder should have at least three years' experience in supplying, installing, commissioning and Managing of MPLS & broadband and should have implemented MPLS & broadband in two Banks / Financial Institutions in India and one of them should be a BFSI Sector in India in the last 2 calendar years.	Request to amend the clause	The Bidder Parent company/holding company and/or subsidiary company should have at least two years' experience in supplying, installing, commissioning and Managing of MPLS or broadband and should have implemented MPLS or broadband in two Banks / Financial Institutions/Enterprise/Corporate customers in India/Globaly in the last 2 calendar years	This clause is amended as "The Bidder Parent company/holding company and/or subsidiary company should have at least two years' experience in supplying, installing, commissioning and Managing of MPLS or broadband and should have implemented MPLS or broadband in two Banks / Financial Institutions/Enterprise/Corporate customers in India/Globaly in the last 3 calendar years".
94	9	3.2 Bidder/ Prime Bidder Qualification Criteria B-5	The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 AND b) ISO 27001/ BS7799	Request to amend the clause	The Bidder/Parent company/holding company and/or subsidiary company should have following certifications : a) ISO 9001:2008 AND b) ISO 27001/ BS7799	This clause is amended as "The Bidder/Parent company/holding company and/or subsidiary company should have following certifications: " a) ISO 9001:2008 AND/ OR b) ISO 27001/ BS7799

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95	10	3.2 Bidder/ Prime Bidder Qualification Criteria B-11	The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity on SD WAN technologies from them for at least 3 years continuously	Request to amend the clause	The Bidder/Parent company/holding company and/or subsidiary company should produce PO copies of their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity from them for at least 2 years continuously	This clause is amended as "The Bidder/Parent company/holding company and/or subsidiary company should produce PO copies of their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity from them for at least 3 years continuously."
96	7	1.13	Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document	Coercive term	Request deletion.	No Change
97	8	1.15	Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice	Coercive term	Request deletion	additional Bandwidth/Device requirement apart from given SOW in RFP shall be payable based on mutual understanding between Successful bidder & BFSL.
98	16	4.6.19 (ii)	Any shortfall in SLA will attract liquidity damages	Clause intends to impose damages without proper manner of quantifying the same	Request Ammendment as part of defined penalty	This clause is amended as " Any Shortfall in SLA will attract Penalty as defined in RFP."
99	19	4.7.5 IX	In case if BOB Financial Solutions Limited observes the lack of willingness to manage transit/ sharing of information or lack of support from Service Provider end (selected through this RFP), BOB Financial Solutions Limited shall have absolute discretion to levy severe penalties and deduct the amount from monthly billing or performance bank guarantee	Coercive term	Request to add the appropriate penalty structure.	No Change
100	23	7.4.I	Bidders are required to submit an Bid Security/ Earnest Money Deposit (EMD) for Rupees Ten lakhs only (INR 35,00,000 only) by way of Bank Guarantee (Appendix 11 – Pro forma for Bank Guarantee) issued in favor of "BOB Financial Solutions	Typographical error	Request you to kindly confirm the correct amount. Clause also has coercive commercial clauses, request you to kindly consider the same.	This clause is amended as " bidder are required to submit as Bid Security / Earnest Money Deposit (EMD) for Ruppes 6,01,000 /- by way of Bank Guarantee issued in favor of "BOB Financial Solutions Limited" valid for 180 days from the last date of submission of bid along with Technical offer. The bank Gurantee should be of any nationalized bank and will be accepted subject to the decrction of the BFSL "
101	24	7.4.II	In the event of non-performance of obligation or failure to meet terms of this RFP the BFSL shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value	Coercive term	Request you to amend the clause with proper notice and remedial measure before invoking the PBG.	No Change
102	27	7.6.4	If there are conflicting points in the RFP, the BFSL reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.	Coercive term	Request Deletion	No Change

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103	28	7.6.19	BFSL shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by BFSL as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to BFSL including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs.	Coercive term	Request addition "Any such indemnification shall be subject to providing of due proof thereof	yes. Any such indemnification shall be subject to providing of due proof thereof.
104	39	11.2	Indemnity Clause	Clause does not have any limitation of liability	Request addition "Any such indemnification shall be subject to providing of due proof	RFP condition prevails
105	39	11.2	Indemnity Clause		Request deletion of 1. "any act of commission or omission" 2. Act errors representations	RFP condition prevails
106	41	11.5	Termination of Contract		Termination of contract with 90 days notice may result in substantial losses. BFSL should ensure due compensation of the cost	NO change
107	42	11.5	If BFSL terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination.	Coercive term	Request to amend the clause with provisions to recover the value of residual contract period in case of early termination.	NO change
108	43		General		As stated earlier there should be a clause relating to limitation of liability	NO change
109	11	4. Scope of Work	5. The responsibility of obtaining necessary permission & coordination to implement Link for various location as per Appendix –8 will be responsibility of Successful bidder.		We request BOB to provide in building permission & support in coordination	BFSL shall provide permission to lay cable within his premises.
110	11	4. Scope of Work	14. Provide SLAs that guarantee application and network performance across the distributed WAN locations.	We request for Site and link level SLA should be part of the Bidder scope. Application level SLA to be excluded from the RFP.	We request for Site and link level SLA should be part of the Bidder scope. Application level SLA to be excluded from the RFP.	Yes Application Level SLA will be excluded from this RFP however Application is not functioning due to Link issue which shall be part of Bidder .
111	11	4. Scope of Work	17. Operations and Maintenance Services.: iii. Should have Onsite Support for Working Days (Monday to Friday) in working Hours (8AM to 8PM) facilities to raise trouble tickets, Coordination and customer support.	Request for clarity in regards to On-site support	We request to modify clause as - iii. Should have Support for Working Days (Monday to Friday) in working Hours (8AM to 8PM) facilities to raise trouble tickets, Coordination and customer support.	This Person will be doing ONSITE support in coordination with Successful Bidder for timely Link /Device related issue .
112	13	4.4 Customer Premises Equipment	The solution should support routing based on network performance measured per application & sub-application. The solution should support Zero Touch Provisioning (ZTP) with centralized configuration templates based on category of offices.	Request for clarity in regards to Sub application traffic.		This is nothing but application
113	13	4.4 Customer Premises Equipment	xii. All CPEs should be physical platform with 19" rack mountable option.	CPE are very small and mounting may not be applicable to it		bidder has to provide rack mountable extender or rack mountable cantilever shelf to mount CPE .

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114	13	4.4 Customer Premises Equipment	xv. Edge device must be able to identify and classify applications, including application-encrypted traffic. Identification and classification of at least the following classes of application types must be supported by the solution: <input type="checkbox"/> Client server and web based applications <input type="checkbox"/> Video Conferencing bridge and core infrastructure <input type="checkbox"/> Antivirus Solution <input type="checkbox"/> Operating System and Client software patching solution <input type="checkbox"/> Internet Gateway <input type="checkbox"/> Security solutions etc		We request for exemption of this clause	NO change
115		4.5 Application optimization over WAN	4.5.1 The solution must provide application-specific acceleration capabilities that improve response times while reducing WAN bandwidth requirements	Accelerator is a dedicated hardware appliance based solution. Which can provided be considered as separate solution for specific sites.	We request for exemption of this clause	NO change
116		4.5 Application optimization over WAN	4.5.2 Successful bidder has to submit details of optimization calculation sheet (Prior utilization of BW and post SDWAN Implementation BW and with difference).		We request for exemption of this clause	NO change
117		4.6 Centralized Management, Monitoring and Configuration	4.6.6 The solution must support end-to-end real-time flow visualization for the application paths for identifying issues and taking corrective actions.		We request for exemption of this clause	NO change
118		4.6.15 Reports & Analytics	i. Real & historical time series log event reporting ii. Traffic usage/protocol anomaly detection iii. Prediction-based on extrapolation of trending data iv. Ad-hoc and scheduled reports v. Predefined and custom report templates vi. Report export formats: csv, pdf, xls, email notification vii. Traffic reports per site: availability, bandwidth usage per access circuit, bandwidth usage per application, latency, packet loss, QoS per access circuit etc. viii. Multi-site reports: connectivity, bandwidth usage and SLA metrics between sites CGNAT reports: NAT events, pool utilization etc. ix. Forensics:	Request for Clarity on CGNAT requirement , Prediction-based on extrapolation of trending data	We request for exemption of this clause	NO change
119	52	Annexures & Appendices - Appendix 13 : Technical Specification	1.1 Proposed solution should support Packet – based load balancing.	Request for clarity on specific requirement of this feature as Per-Packet Load-balancing is not recommended as it may introduce out-of-order packets in the data stream which may create problems to sensitive applications like voice or video	We request to modify clause as - Flow based load balancing of traffic across multiple WAN links. We also request to include Application Aware Routing (AAR) that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application.	This clause is amended as " The proposed solution must assign the path on per packet/per session basis for both TCP and UDP sessions."
120	52	Annexures & Appendices - Appendix 13 : Technical Specification	1.2 Solution should integrate seamlessly with BOB Financial Solutions Ltd.'s existing architecture without missing on any of the existing network features/ functionalities.	Request for clarity on existing network features/ functionalities which is not generic and specific to BOB architecture.		We are looking a solution for Business , The solution should be integrated with Existing Infra to access Application which is available

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121	52	Annexures & Appendices - Appendix 13 : Technical Specification	2.4 Appliance should have dual power supply.		We request for consideration of appliance with single Power supply . These are remote CPE sites and configured in HA mode.	No Change
122	52	Annexures & Appendices - Appendix 13 : Technical Specification	3.3 The proposed solution should support minimum 4 to 8 no of network interfaces (100/1000). All interfaces should be fully populated with required transceivers, if any.	We have Category - A, B and C type sites, No of port requirement should be based on site category.	We request for consideration of the Minimum 3 to 8 port support appliance for Category C location.	this clause is amended as " 3.3 The proposed solution should support minimum 8 no of network interfaces (100/1000). All interfaces should be fully populated with required transceivers, if any. "
123	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.1 The proposed solution must assign the path on per packet basis for both TCP and UDP sessions.	Request for clarity on specific requirement of this feature as Per-Packet Load-balancing is not recommended recommended as it may introduce out-of-order packets in the data stream which may create problems to sensitive applications like voice or video	We request for replacement of Per- Packet load balancing to flow based load balancing of traffic across multiple WAN links. We also request to include Application Aware Routing (AAR) that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application.	This clause is amended as " 4.1 The proposed solution must assign the path on per packet /session basis for both TCP and UDP sessions."
124	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.4 Should have DNS capability for inbound load balancing	Request for more clarity on this clause		This clause is deleted for RFP
125	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.5 Should support load balancing algorithms for outbound: i Round Robin ii Weighted Average iii Fastest Route iv Response Time	Request for clarity on specific requirement of these loadbalancing feature.	We request for replacement of Per- Packet load balancing to flow based load balancing of traffic across multiple WAN links. We also request to include Application Aware Routing (AAR) that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application.	No Change
126	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.6 The Hardware appliance should provide client connections state details with ICP state like syn_sent, established.	Request for clarity & more details. Preferably through example		This clause is deleted
127	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.7 The Hardware appliance should have support forwarding of dynamic routing protocol packets.	Request for more clarity and details on dynamic routing protocol.	if proposed solutions supports standards Dynamic routing protocol - OSPF and BGP on the LAN side (CE-CPE) as well as BGP on the WAN side (CE-PE). Is solution complies to the clause.	Yes. Bidder is free to propose same or equivalent technology to comply specification
128	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.9 Quality determinations must be made based on the relative quality of each possible link, not on fixed values or thresholds.	Request for clarity in regards to specific requirement of relative quality of each possible link, instead of not on fixed values or thresholds.	Request for modification of clause to - proposed solution should support Application Aware Routing (AAR) that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application.	Accepted
129	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.1 If DSCP tags are used to assign traffic to an MPLS queue and if the demand exceed the amount of traffic available on a given queue, then the solution must direct traffic to use multiple queues simultaneously.	Request for clarity & more details. Preferably through example		Differentiated Services Code Point (DSCP) is a means of classifying and managing network traffic and of providing quality of service (QoS) in modern Layer 3 IP networks. It uses the 6-bit Differentiated Services (DS) field in the IP header for the purpose of packet classification. Differentiated services (DiffServ) is a computer networking architecture that specifies a simple and scalable mechanism for classifying and managing network traffic and providing quality of service (QoS) on modern IP networks.

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130	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.13 The proposed solution must have ability to reorder any packets that are retransmitted during a failover.		We request for exemption of this clause	this clause is deleted from RFP .
131	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.15 Should be able to automatically load balance and fail over VoIP, VPN, and Thin Clients.	Request for clarity & more details. Preferably through example		Software Define WAN should be capable for Automatically load balancing and Fail over for multiple application.
132	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.16 Adaptive Bandwidth Detection is applicable to networks with LOS, Microwave, 4G/LTE WAN Links, for which the available bandwidth varies based on weather and atmosphere conditions, location, and line of site obstructions. The proposed solution should adjust the bandwidth rate on the WAN Link dynamically based on a defined bandwidth range (minimum and maximum WAN link rate) to use the maximum amount of available bandwidth.	Request for clarity & more details. Does Application Aware Routing (AAR) feature that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application complies to the clause.		Yes. Bidder is free to propose same or equivalent technology to comply specification
133	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.17 Should support selective encryption so that data on MPLS lines are not encrypted if needed		We request for exemption of this clause	No Change
134	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.19 The solution should support open standard redundancy protocol e.g.VRRP.		We request to modify the clause - The solution should support box level redundancy through two Box configured in HA mode.	No Change
135	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.2 Should support transparent & stateful failover between 2 devices using client table mirroring	Request for clarity & more details. Preferably through example		Mirroring enables a redundant backup device to maintain a copy of the dynamic tables of the main device, by sending a snapshot of the Client Table information contained on the main device to the backup device. If the main device fails, the backup device seamlessly resumes the sessions, ensuring that the request for service is forwarded to the same server in the farm which handled the session before the main device failure
136	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.27 If a failure of one or more network links occur and there isn't enough remaining bandwidth to service all current sessions, current sessions should be adjusted to conform with the QoS policies.	Request for clarity & more details. Preferably through example		Prioritization or Class of Service
137	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.28 The solution should dynamically throttle traffic on sending appliance when the ingress traffic exceeds the maximum share for an application.	Request for clarity & more details. Preferably through example		When a large download becomes available, each link in your deployment might have unique bandwidth issues. There are server-to-client, server-to-relay, and relay-to-client links to consider, and each might require individual adjustment. It is possible to set a maximum value (throttle) for the data rates, and for this there are broad-based policies you can follow. You might, for example, throttle a client to 2KB/sec if it is more than three hops from a relay. However, the optimal data rates can vary significantly, depending on the current hierarchy and the network environment

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138	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.31 To ensure high application performance for bandwidth intensive applications such as multi-media streaming, backups, and large file transfers, the solution should be able to leverage multiple links simultaneously for a single application session.		We request for exemption of this clause	This clause is deleted from RFP
139	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.32 The solution should be able to load balance across links simultaneously, or leverage the secondary link for spill-over if the bandwidth required for one session exceeds the available bandwidth on the best link.	Request for clarity - If the solution supports flow based load balancing of traffic across multiple WAN links.  The solution also supports Application Aware Routing (AAR) that provides metrics and policies for sending application traffic on the links that meets the subscribed SLA for the particular application. -- Is the above feature comply to the clause		yes, Solution should support flow based load balancing of Traffic across multiple WAN Links for multiple applications.
140	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.33 The links that are bound together to meet this requirement must include the ability to bind multiple MPLS links and an MPLS link with a public Internet link.		Request you to provide the detailed information for the said clause.	shall have ability to bound multiple MPLS link on SD WAN device
141	52	Annexures & Appendices - Appendix 13 : Technical Specification	4.39 To ensure high application performance for real-time applications, such as voice, the solution should be able to duplicate a session's traffic for a given application.		We request for exemption of this clause	This clause is deleted from RFP
142	52	Annexures & Appendices - Appendix 13 : Technical	4.74 Logs must be retained in each individual device for a period of at least 30 days.		We request to modify the clause - Logs must be retained centrally for each individual device for a period of at least 30 days.	This clause is amended as " Logs must be retained centrally for each individual device for a period of at least 30 days".
143	7	1.7	Important Details	Bid Security	Earnest Money Deposit of Rs.6,01,000/- (Rs.Six Lakhs One Thousand Only) may be waived off for BSNL,being 100% Government owned Central Public Sector Enterprise (CPSE) working under Administrative control of Department of Telecommunication.BSNL honors all its contractual obligations in letter & spirit.  <del>PRG shall be provided if awarded work</del> BSNL is largest telecom PSU providing all types of telecom services. Managed SDWAN solution desired by BOBFSL, requires collaboration with OEM as well as System Integrators for end to end delivery and management of services.Also major scope of RFP is related to end to end Management of solution which requires SI. Hence request BOBFSL to allow consortium bid to be submitted.	No Change
144	9	3.1	Consortium Criteria	Consortiums are not allowed.		Consortium are not allowed. But bidder can tie-up with service provider who has valid license for MPLS connectivity who can raise invoice on BFSL name but it should be through successful bidder as successful bidder shall be single point of contact person for BFSL.
145	9	3.2	Bidder/ Prime Bidder Qualification Criteria	B3.The bidder should have positive network and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	BSNL may be exempted being 100% Government owned Central Public Sector Enterprise (CPSE) working under Administrative control of Department of Telecommunication.	This clause is amended as "B3.The bidder should have positive network profit in 2 years."



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146	10	3.2	Bidder/ Prime Bidder Qualification Criteria	B5.The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 AND b) ISO 27001/ BS7799	It is requested to consider for WAN Network Services- a) IS/ISO 9001:2015 OR b) ISO 27001/BS7799 BSNL's MPLS Network is IS/ISO 9001:2015 certified. Further, in this respect, kindly refer point no. 3 (iii) of the CVC guideline ltr no. – 12-02-1-CTE-6 dtd 17-12-2002(enclosed herewith) regarding prequalification criteria for tenders, wherein a PSU was disqualified due to non-profitability and unavailability of ISO certifications. There should not be any such clause in the Tender/RFP/EOI, which results in a pre-qualification criteria and makes the bid restrictive.  As such you are requested to not insist upon the submission of ISO certification, so that BSNL, a 100% Govt. owned PSU may be eligible in the RFP.	this clause is amended as " B5.The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 AND/ OR b) ISO 27001/ BS7799".
147	10	3.2	Bidder/ Prime Bidder Qualification Criteria	B11.The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity on SD WAN technologies from them for at least 3 years continuously.	It is requested to amend this clause as follows- The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity from them for at least 3 years continuously.	both are same
148	11	3.2	Bidder/ Prime Bidder Qualification Criteria	B12.The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies as on the last date of tender submission	Appendix 6 does not contain required performa regarding blacklisting undertaking	BFSL will cross check from their end.
149	12	4.2	Requirement of Each Category of Location.	4.2.1 Category A & B	It is suggested BoBFSL to procure second links for Class A,B & C locations directly from different TSP whose B/W component cost is lowest amongs bidders	procuring MPLS line from two different service provider shall be responsibility of Bidder . MPLS service provider can raise invoice on BFSL name but it should be routed through successful bidder.
150	13	4.2.2.	Category C	iv.BFSL should be able to aggregate bandwidth (Bonding) of Internet / Broadband / Cellular links terminated on the CE. Each link shall be 1:1 or 1:2	BoBFSL to specify which class of service it desires, 1:1 or 1:2 since there is cost implications. Further Broadband/DSL/ADSL do not have 1:1 or 1:2 Contention ratio. It is around 1:50 on best effort basis. BOBFSL to procure ILL at these locations.	Minimum Requirement is 1:2
151	20	5	Implementation Timelines and Deliverables	Go-live of proposed System	It is requested to consider Go-live of proposed system of 12-14 weeks from date of issue of PO	This clause is amended. Kindly refer corrigendum
152	21	6	Service Levels	i. Penalty during warranty & O/M Lifecycle	Request to amend SLA uptime as below- 1. Category A & B- Uptime- 99.50% 2.Category C- Uptime- 99% Penalty- For every 0.5% drop in SLA uptime, penalty of 1% of QP up to maximum of 5% of QP (Upper ceiling )	this clause is amended as " Category A & B : 99.5% and Category C >= 98.5%".

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153	23	7.4	I. Bid security	Bidders are required to submit an Bid Security/ Earnest Money Deposit (EMD) for Rupees Ten lakhs only (INR 35,00,000 only) by way of Bank Guarantee (Appendix 11 – Pro forma for Bank Guarantee) issued in favor of "BOB Financial Solutions RFP .....	Contradictory with respect to point 1.7 at Page 7	This clause is amended as " bidder are required to submit as Bid Security / Earnest Money Deposit (EMD) for Rupees 6,01,000 /- by way of Bank Guarantee issued in favor of "BOB Financial Solutions Limited" valid for 180 days from the last date of submission of bid along with Technical offer. The bank Gurantee should be of any nationalized bank and will be accepted subject to the decision of the BFSL "
154	24	7.4	II. Performance Guarantee	The successful Bidder shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Appendix-11 to the extent of 10% of the total contract value (5 times of the year 1 TCO) .....	It is requested to consider following modification- The successful Bidder shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Appendix-11 to the extent of 10% of the contract value of one year which shall be renewed yearly before expiry.....	No Change
155	48	11.24	Liquidated Damages	a. Liquidated Damages and penalty	Request to amend this clause as below- 1. The proposed rate of penalty would be 0.5% of yearly project cost per week of delay or non-compliance. 5. The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 10% of the Yearly Contract value.	NO change
156			Appendix-01	We agree to abide by this tender offer for 60 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by BOB Financial Solutions Ltd. any time before the expiration of that period.	please confirm bid validity period 60 days or 180 days as mentioned in RFP document	NO change
157			Appendix-05	Details of Location wise bandwidth requirement	Please confirm following- 1. Category A- Please confirm B/W required at Class A locations, is it 1:1 or 1:2, since there will be cost implication 2. Category B- CE equipment required is shown as 1 per site, whereas in RFP it is mentioned as two per site. Please confirm. Also please specify exact requirement of B/W 1:1 or 1:2 3. Category C- Broadband/DSL/ADSL does not have 1:1 or 1:2 contention ratio. As per industry standard it is 1:50 or best effort basis. Hence modify this requirement as ILL at Class C locations and please mention exact CoS required 1:1 or 1:2	1. Category A - requirement is 1:1 2. Category B - Requirement is 1:1 3. Category C - at any given point of time, both link throughput should not be less than suggested in RFP.

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
158			Appendix 07	Confirmation of Eligibility Criteria	Sr.No.9,10,11- Please correct FY	This Clause is amended as below : " 9. Gross revenue of the bidder Financial Year 2012-13 Financial Year 2013-14 Financial Year 2014-15 10. Net Profit (after all taxes etc) of the bidder Financial Year 2012-13 Financial Year 2013-14 Financial Year 2014-15 Documentary proofs are to be enclosed 11.Net Worth of the bidder Financial Year 2012-13 Financial Year 2013-14 Financial Year 2014-15 Documentary proofs are to be enclosed "
159			Appendix 08	Details of Location under Each Category	Category A locations- Please specify detail location address of third part DC/DR sites for feasibility. BoBFSL to provide/arrange for Space.Power.cross connect for these	Kindly refer amended Appendix-08 attached herewith
160	1	1.1	Proposed solution should support Packet – based load balancing.	Session based load balancing is better way to support SD-WAN	<b>Proposed solution should support Packet based / Session based load balancing</b>	This clause is amended as " The proposed solution must assign the path on per packet/per session basis for both TCP and UDP sessions."
161	1	4.1	The proposed solution must assign the path on per packet basis for both TCP and UDP sessions.	Session based SD-WAN solution has better visibility for end to end path.	<b>The proposed solution must assign the path on per packet / session basis for both TCP and UDP sessions.</b>	This clause is amended as " The proposed solution must assign the path on per packet/per session basis for both TCP and UDP sessions."
162	1	4.2	The proposed solution must support the use of diverse network links as WAN links. This must include the ability to use: • MPLS • DSL • Cable • Metro Ethernet • Cellular Wireless such as 4G or LTE • Satellite	Direct termination of Cable, Metro Ethernet, & Satellite links are not supported.	<b>The proposed solution must support the use of diverse network links as WAN links. This must include the ability to use:</b> • MPLS • DSL / ILL • Cellular Wireless such as 4G or LTE	The proposed solution must support the use of diverse network links as WAN links. This must include the ability to use:
163	2	4.4	Should have DNS capability for inbound load balancing	DNS based inbound load balancing is not part of SD-WAN technology	<b>Remove this clause</b>	this clause is deleted from RFP.
164	2	4.6	The Hardware appliance should provide client connections state details with ICP state like syn sent, established.		<b>Remove this clause</b>	this clause is deleted from RFP.
165	2	4.18	The solution should be capable to send Email alerts on meeting/ exceeding user defined byte count thresholds.	Instead of monitoring user based threshold alert we recommended to give a single dashboard with real time visibility of same.	<b>Solution should be capable of giving real time information of user and link bandwidth used.</b>	Solution should be capable of giving real time information of user and link bandwidth use on single dashboard as well alert via Email.
166	3	4.31	To ensure high application performance for bandwidth intensive applications such as multi-media streaming, backups, and large file transfers, the solution should be able to leverage multiple links simultaneously for a single application session.	We recommend that application should pass via single link to maintain session's of same, with understanding of end to end path	<b>Remove this clause</b>	this clause is deleted from RFP.
167	3	4.34	If the bandwidth of a single session exceeds that available on any single link, the session must be able to use multiple links simultaneously.	Since, we do session based load balancing, spillover of same session on multiple link simultaneously will create user experience issue	<b>Remove this clause</b>	this is part of configuration. Will confirm while doing execution. But propose product should support this or equivalent features.
168	4	4.37	The receiving device can initiate a retransmit from a sending device for a lost packet to assist with the recovery of lost packets.	Currently there is no agreed standard for this as the RFCs & IETFs are still in the approval stages	<b>Remove this clause</b>	this clause is deleted from RFP.

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169	4	4.39	To ensure high application performance for real-time applications, such as voice, the solution should be able to duplicate a session's traffic for a given application.	The purpose of SD-WAN is to provide additional bandwidth and such duplication defeats the object of such a migration.	Remove this clause	this clause is deleted from RFP.
170		4.55	The solution must be configurable so as to easily disable all overlay tunnel across the devices	SD-WAN works over tunnel, if we disable same, SD-WAN will not function as required	Remove this clause	it should be easily disable if require.
171	5	4.63	The solution must support a centralized automatic initial configuration process, including automatic registration of newly	Central managr has to be authorize new device manually to ensure only approved devices are part of SD-WAN.	Remove this clause	this is bidder's decision as successful bidder shall be sole responsible to complying SLA.
172	9/52	2.1	Intent	Is the scope for the Service provider or the SI	The scope is for combination of both Service provider and SI .	No Change
173	9/52	3.1	Consortium	Consortium is not allowed	Bidder requests consortium between the SI and the Service Provider providing Link	Conosrtium are not allowed. But bidder can tie-up with service provider who has valid license for MPLS connectivity who can raise invoice on BFSL name but it should be through bidder as bidder shall be single point of contact person.
174	9/52	3.2	Bidder Qualification criteria	Qulaification criteria is distributed between bidder and Service provider	Change to Bidder+ Service Provider Consortium Qualification criteria	No Change
175	11/52	4	Scope of Work	6. Obtaining IP block from CBEC/Director General of System & Data management will be the responsibility of Successful Bidder.	Which IP block are you referring to here ?.	Public IP require for WAN / MPLS connectivity at every branch/office/DC/DR shall be responsibility of Successful Bidder
176	11/52	4	Scope of Work	7.Successful bidder has to provide all Network hardware under the Managed MPLS & managed broadband connectivity with SD WAN enable.	This is the scope of MPLS Provider not SI . Hence permit Consortium	this is bidder responsibility to procure these hardware from any third party.
177	11/52	4	Scope of Work	Point 9	Who is the Third party vendor referred to here ?	BFSL Vendor who provide goods or service e.g. Laptop Desktop Vendor, Networking vendor & ELV Vendor etc.
178	19/52	5	Implementation Timeline	Timelines	Bidder request for overall timelines to be T+16 weeks ; wherein T is Date of Contract	No Change
179	27/52	7.6/10	Other requirements	Right to alter requirements	Bidder requests changes to go through mutually agreeable change management process	No Change
180	43/52		Data Migration	The selected Bidder will assist the BFSL in migration exercise without any cost to the BFSL.	Which migration is referred to here ?	relocation of CPE Device
181	8	1.15 Acceptance of Terms	Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.	Bidder requests that in case there are any amendments/supplement information provided in the RFP it will provide the Bidder an opprtunity to review the amendments/supplement information.	Bidder requests that in case there are any amendments/supplement information provided in the RFP it will provide the Bidder an opportunity to review the amendments/supplement information.	No Change
182	8	1.15 Acceptance of Terms	A recipient will, by responding to the Company's RFP document, be deemed to have accepted the terms as stated in this RFP document.	It is requested to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.	Bidder requests to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.	No Change
183	9	2.1 Intent	OEM should use the industry best practices for implementation of MPLS & SDWAN in BOB Financial Solution Ltd.	Bidder requests deletion of "BEST PRACTICES" and requests it to be replaced with "generally recognised industry standards"	Bidder requests deletion of "BEST PRACTICES" and requests it to be replaced with "generally recognised industry standards"	No Change

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184	9	3.2 Bidder/ Prime Bidder Qualification Criteria - B2	The bidder should be a Company Registered under Company act and should be in business for at least five (5) years as on March 31, 2017.	<p>We submit that since the new Companies Act 2013 has now been passed and has replaced the old Companies Act 1956, there will be bidders who are incorporated under the new Companies Act 2013. Hence we request modification of this clause as follows:- "The Bidder should be a Company registered under the Companies Act 1956 /Companies Act 2013..."</p> <p>Also, the Company must also take into consideration a company which has been recently incorporated but has acquired a business/division which has met the requirements. Hence we propose addition of the following clarification to this clause:- "For the purpose of evaluation as per the eligibility criteria provided for this RFP, the Bidder who has acquired a Company/Division of a company having experience as mentioned in the eligibility criteria shall also be considered</p>	<p>We submit that since the new Companies Act 2013 has now been passed and has replaced the old Companies Act 1956, there will be bidders who are incorporated under the new Companies Act 2013. Hence we request modification of this clause as follows:- "The Bidder should be a Company registered under the Companies Act 1956 /Companies Act 2013..."</p> <p>Also, the Company must also take into consideration a company which has been recently incorporated but has acquired a business/division which has met the requirements. Hence we propose addition of the following clarification to this clause:- "For the purpose of evaluation as per the eligibility criteria provided for this RFP, the Bidder who has acquired a Company/Division of a company having experience as mentioned in the eligibility criteria shall also be considered</p>	RFP condition prevails
185	18	4.7.5 Exit Management Scope V	The Bidder shall ensure that the infrastructure (Backbone infra, Hardware & software) are handed over to BOB Financial Solutions Limited in a complete operational condition to the satisfaction of BOB Financial Solutions Limited. In case Successful Bidder is unable to address such issues, BOB Financial Solutions Limited may levy penalty or invoke the Performance Bank Guarantee of the Successful Bidder.	The PBG shall be invoked only in case of bidder's failure to rectify the material breach of the contract within 90 days of receipt of written notice mentioning the material breach that is required to be cured.	Bidder requests that the PBG shall be invoked only in case of bidder's failure to rectify the material breach of the contract within 90 days of receipt of written notice mentioning the material breach that is required to be cured.	No Change
186	18	4.7.5 Exit Management Scope IX	In case if BOB Financial Solutions Limited observes the lack of willingness to manage transit/ sharing of information or lack of support from Service Provider end (selected through this RFP), BOB Financial Solutions Limited shall have absolute discretion to levy severe penalties and deduct the amount from monthly billing or performance bank guarantee.	It is requested to clarify that the penalties shall be applicable in the event Bidder fails to perform for reasons solely attributable to the Bidder. All penalties must be subject to a cap. Also, Bidder does not accept deductions. Any amount payable to by Bidder to BOB shall be paid separately. The PBG shall be invoked only in case of bidder's failure to rectify the material breach of the contract within 90 days of receipt of written notice mentioning the material breach that is required to be cured.	Bidder requests to clarify that the penalties shall be applicable in the event Bidder fails to perform for reasons solely attributable to the Bidder. All penalties must be subject to a cap. Also, Bidder does not accept deductions. Any amount payable to by Bidder to BOB shall be paid separately. The PBG shall be invoked only in case of bidder's failure to rectify the material breach of the contract within 90 days of receipt of written notice mentioning the material breach that is required to be cured.	No Change
187	21	6. Service Levels VIII i	Penalty During Warranty & O/M Lifecycle		Bidder requests the penalty to be capped	this clause is amended as " Category A & B : 99.5% and Category C >= 98.5%".
188	21	6. Service Levels Important Points IX	ix If the deductions for two consecutive quarter exceeds 20% of the QPs on account of any reasons will be deemed to be an event of default and termination as per BFSL discretion	Request to discuss this clause		Penalty Clause is clearly specified

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189	21	6. Service Levels Important Points X	It is the right of the BFSL to bring/deploy any external resources / agencies at any time for SLA review	Bidder submits that SLA reviews be subject to (a) reviewers (internal or external) must not be Bidders competitors; (b) review procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;	Bidder submits that SLA reviews be subject to (a) reviewers (internal or external) must not be Bidders competitors; (b) review procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;	No Change
190	22	7.2 Price III	The prices quoted by the Bidder shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. except GST (wherever applicable) will be paid extra. Octroi /entry tax will be paid on actual on production of original receipt. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected	The prices quoted by Bidder shall be exclusive of taxes and levies. However, the same shall be reflected as additional charges at the time of raising invoice. The cumulative invoice value inclusive of taxes shall be required to be paid by BFSL. Any changes to taxes shall be on account of BFSL.	The prices quoted by Bidder shall be exclusive of taxes and levies. However, the same shall be reflected as additional charges at the time of raising invoice. The cumulative invoice value inclusive of taxes shall be required to be paid by BFSL. Any changes to taxes shall be on account of BFSL.	Kindly go through RFP payment Terms & conditions. Details are given in it.
191	23	7.3 Price Comparisons C i	Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except Service Tax/GST/ VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid at actuals on production of original receipt. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response)	The prices quoted by Bidder shall be exclusive of taxes and levies. However, the same shall be reflected as additional charges at the time of raising invoice. The cumulative invoice value inclusive of taxes shall be required to be paid by BFSL. Any changes to taxes shall be on account of BFSL.	The prices quoted by Bidder shall be exclusive of taxes and levies. However, the same shall be reflected as additional charges at the time of raising invoice. The cumulative invoice value inclusive of taxes shall be required to be paid by BFSL. Any changes to taxes shall be on account of BFSL.	Kindly go through RFP payment Terms & conditions. Details are given in it.
192	23	7.4 Bid Security and Performance Guarantee	The amount of Earnest Money Deposit would be forfeited in the following scenarios: <input type="checkbox"/> In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever; <input type="checkbox"/> In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or In case the successful Bidder fails to provide the performance guarantee of 10% of contract value within 45 days from the date of issuance of Purchase Order by BFSL or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be forfeited.	EMD shall not be forfeited for inability of the parties to reach a mutual agreement on the applicable terms and conditions.  Bidder seeks to clarify that any delays associated with the process of negotiations/discussion and mutual agreement on the T&C's of the Contract shall not be accounted towards the 1 month period provided to sign the contract.	EMD shall not be forfeited for inability of the parties to reach a mutual agreement on the applicable terms and conditions.  Bidder seeks to clarify that any delays associated with the process of negotiations/discussion and mutual agreement on the T&C's of the Contract shall not be accounted towards the 1 month period provided to sign the contract.	No Change

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193	24	7.4 Bid Security and Performance Guarantee II	<p>The successful Bidder shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Appendix-11 to the extent of 10% of the total contract value (5 times of the year 1 TCO) for the entire period of the five year contract plus 6 months and such other extended period as the BFSL may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank only.</p> <ul style="list-style-type: none"> <li>In the event of non-performance of obligation or failure to meet terms of this RFP the BFSL shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.</li> <li>The BFSL reserves the right to recover any dues payable by the Successful Bidder from any amount outstanding to the credit of the</li> </ul>	<p>Within 15 days of the date of signing the contract, the successful Bidder shall submit the performance Bank guarantee for the value equivalent to 10% of total cost of project and to be valid for the duration of the contract. No grace/additional period shall be allowed for the validity of the Performance Bank Guarantee beyond the operative period of the contract.</p> <p>The PBG shall be valid for a period of 12 months from the date of Contract and renewed at the end of each contract year. Bidder requests that BFSL shall provide a cure period (30 days) for rectifying the failure in discharging its contractual obligations before invoking the performance guarantee and where the performance guarantee is invoked by BFSL for recovering the losses incurred due to Bidder's failure or breach of contract and be limited to the actual losses suffered and subject to the clause on Limitation of Liability.</p>	<p>Within 15 days of the date of signing the contract, the successful Bidder shall submit the performance Bank guarantee for the value equivalent to 10% of total cost of project and to be valid for the duration of the contract. No grace/additional period shall be allowed for the validity of the Performance Bank Guarantee beyond the operative period of the contract.</p> <p>The PBG shall be valid for a period of 12 months from the date of Contract and renewed at the end of each contract year. Bidder requests that BFSL shall provide a cure period (30 days) for rectifying the failure in discharging its contractual obligations before invoking the performance guarantee and where the performance guarantee is invoked by BFSL for recovering the losses incurred due to Bidder's failure or breach of contract and be limited to the actual losses suffered and subject to the clause on Limitation of Liability.</p>	No Change
194	25	7.5 Others ii	By submitting a proposal, the Bidder agrees to promptly contract with BFSL for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with BFSL within 45 days from the date of Purchase order herein will relieve BFSL of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of BFSL.	Bidder seeks to clarify that any delays associated with the process of negotiations/discussion and mutual agreement on the T&C's of the Contract shall not be accounted towards the 45 day period provided to sign the contract.	Bidder seeks to clarify that any delays associated with the process of negotiations/discussion and mutual agreement on the T&C's of the Contract shall not be accounted towards the 45 day period provided to sign the contract.	No Change
195	26	7.5 Others iii	The terms and conditions as specified in the RFP, addenda and corrigenda issued by the BFSL thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of BFSL, the Bidder may, in sole discretion of BFSL, be disqualified.	It is requested to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.	It is requested to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.	NO Change

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196	25	7.5 Others iv	The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the BFSL, may constitute a material breach of the selected Bidder's performance. In the event that the BFSL is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the BFSL. The liability of re-procurement costs in such an event could be limited to the amount actually spent by BFSL for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.	Any committed delivery dates should be specifically agreed and separately identified. Bidder will use all commercially reasonable efforts to deliver products in a timely manner as per the schedule in the SOW.	Any committed delivery dates should be specifically agreed and separately identified. Bidder will use all commercially reasonable efforts to deliver products in a timely manner as per the schedule in the SOW.	No Change
197	25	7.5 Others v	...If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to BFSL .....	Bidder submits that Bidder shall provide products and services as per the specification according to the Contract. The Bidder submits that the Bidder and the Customer will jointly and mutually agree to execute a comprehensive SOW that shall detail the entire scope of work to be done by the Bidder under this project.  The Bidder also requests that in case of any additional work/scope change that may be necessary (as mutually determined) to be done to meet the solution requirements shall be handled through a defined Change Management Process accounting for <del>additional/incidental costs where applicable</del>	Bidder submits that Bidder shall provide products and services as per the specification according to the Contract. The Bidder submits that the Bidder and the Customer will jointly and mutually agree to execute a comprehensive SOW that shall detail the entire scope of work to be done by the Bidder under this project.  The Bidder also requests that in case of any additional work/scope change that may be necessary (as mutually determined) to be done to meet the solution requirements shall be handled through a defined Change Management Process accounting for <del>additional/incidental costs where applicable</del>	No Change
198	27	7.5 Others viii	All RFP response documents would become the property of the BFSL and the BFSL also would not return the bid documents to the Bidders.	The Bidder shall provide the proposal and supporting documentation to the Bank however, the Bidder shall only own all such documentation.	The Bidder shall provide the proposal and supporting documentation to the Bank however, the Bidder shall only own all such documentation.	No Change
199	27	7.6 Other RFP Requirements 10 Right to Alter requirements	Right to Alter requirements – BFSL reserves the right to alter the requirements specified in the RFP. BFSL also reserves the right to delete one or more items from the list of items specified in the RFP. BFSL will inform all Bidders about changes, if any. The Bidder agrees that BFSL has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The BFSL will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.	We request that any alteration, variation and modification to quantities shall only be subject to Change Request Process pursuant to agreement between the parties. In the event BFSL desires any changes the impact of these changes including impact on timelines of delivery and prices shall be informed by Bidder in the form of change request to BFSL within agreed timelines. It is our understanding that the Agreement does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between BFSL and the Vendor in writing.  BFSL shall either accept or reject the change request. If the change request is not agreed between the parties the contract shall continue	We request that any alteration, variation and modification to quantities shall only be subject to Change Request Process pursuant to agreement between the parties. In the event BFSL desires any changes the impact of these changes including impact on timelines of delivery and prices shall be informed by Bidder in the form of change request to BFSL within agreed timelines. It is our understanding that the Agreement does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between BFSL and the Vendor in writing.  BFSL shall either accept or reject the change request. If the change request is not agreed between the parties the contract shall continue	No Change



Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
200	27	7.6 Other RFP Requirements 11	Since some of the payment terms warrant monthly payouts from BFSL vis-à-vis SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.	Bidder submits that Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of Bidder's invoice date.  Bidder does not accept deductions. Any amount payable to by Bidder to BFSL shall be paid separately.	Bidder submits that Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of Bidder's invoice date.  Bidder does not accept deductions. Any amount payable to by Bidder to BFSL shall be paid separately.	No Change
201	28	7.6 Other RFP Requirements 15	There will be an acceptance test by BFSL or its nominated representatives after installation of the Solutions. In case of discrepancy BFSL reserves the right to cancel the entire contract and the Bidder should take back its solution at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of BFSL and / or its representatives. The tests will involve trouble-free operation of the complete solution during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. BFSL will take over the system on successful completion of the above acceptance test.	Bidder submits that the work shall be executed in accordance with the mutually agreed Scope of Work containing objective and measurable standards. Bidder proposes that acceptance must be subject to a prescriptive process, with objective, independently verifiable and measurable criteria. Specific SLA's would be mutually discussed and agreed upon to measure deficiencies / acceptance process.	Bidder submits that the work shall be executed in accordance with the mutually agreed Scope of Work containing objective and measurable standards. Bidder proposes that acceptance must be subject to a prescriptive process, with objective, independently verifiable and measurable criteria. Specific SLA's would be mutually discussed and agreed upon to measure deficiencies / acceptance process.	No Change
202	28	7.6 Other RFP Requirements 19	BFSL shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by BFSL as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to BFSL including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by BFSL on the Bidder towards breaches, claims, etc. BFSL shall provide the selected bidder with details of such demand levied by BFSL. For the purposes of this section, the indemnity may include but not limited to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as	Bidder proposes to introduce the clause below: The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement;  brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party, his agents or employees in the performance of the contractual obligation.  The indemnification by Indemnifying Party shall be subject to Indemnified Party i) notifying the Indemnifying Party promptly in writing of the claim in respect of which the indemnity applies in order to allow the Indemnifying Party the opportunity to investigate and defend the matter; ii) Indemnified Party shall take reasonable effort to mitigate the loss to Bidder;	Bidder proposes to introduce the clause below: The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement;  brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party, his agents or employees in the performance of the contractual obligation.  The indemnification by Indemnifying Party shall be subject to Indemnified Party i) notifying the Indemnifying Party promptly in writing of the claim in respect of which the indemnity applies in order to allow the Indemnifying Party the opportunity to investigate and defend the matter; ii) Indemnified Party shall take reasonable effort to mitigate the loss to Bidder;	No Change

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
203	38	10. Payment Terms	<p>The bidder must accept the payment terms proposed by the BFSL. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the BFSL. Any deviation from the proposed payment terms would not be accepted. The BFSL shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the BFSL. If any of the items / activities as mentioned in the price bid is not taken up by the BFSL during the course of the assignment, the BFSL will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.</p> <p>The BFSL will pay invoices within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the Successful Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, the BFSL shall make</p>	<p>Bidder submits that BFSL agrees to pay, without offset, all invoiced amounts within thirty (30) days of Bidder's invoice date. Bidder does not accept deductions. Any amount payable to by Bidder to BFSL shall be paid separately.</p>	<p>Bidder submits that BFSL agrees to pay, without offset, all invoiced amounts within thirty (30) days of Bidder's invoice date. Bidder does not accept deductions. Any amount payable to by Bidder to BFSL shall be paid separately.</p>	NO change
204	39	11.1 General	<p>The BFSL expects the Bidder to adhere to the terms of this RFP document and would not accept any deviations to the same.</p>	<p>It is requested to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.</p>	<p>It is requested to permit submission of deviations at the time of bid submission. Bidder understands that the terms and conditions will be amicably discussed and a mutually agreeable language will be binding on both the parties.</p>	NO Change
205	39	11.2 Indemnity		<p>Bidder requests deletion of the existing clause and proposes to be replaced with below: The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement;</p> <p>brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation.</p>	<p>Bidder requests deletion of the existing clause and proposes to be replaced with below: The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement;</p> <p>brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation.</p>	No Change

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206	40	11.3 No liability	<p><input type="checkbox"/> All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BFSL be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.</p> <p><input type="checkbox"/> BFSL shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.</p> <p><input type="checkbox"/> Under no circumstances BFSL shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if BFSL has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business</p>	<p>Bidder proposes to introduce the clause below: To the extent allowed under Indian laws, the Aggregate Liability of either party under the contract, torts or any other legal theory for all claims, loss, damages, breach, etc shall in no event exceed the annual purchase order value/annual value under this contract.</p> <p>Both parties agree that neither party shall be liable for any indirect, remote, consequential loss or damages including but not limited to loss of profit, loss of anticipated earning, loss of data, revenues, goodwill, or business value whether or not that party was aware or should have been aware of the possibility of such costs, expenses or damages.</p> <p>The limitations set forth above will not apply to claims by a party that the other party has infringed the claimant party's IPR.</p>	<p>Bidder proposes to introduce the clause below: To the extent allowed under Indian laws, the Aggregate Liability of either party under the contract, torts or any other legal theory for all claims, loss, damages, breach, etc shall in no event exceed the annual purchase order value/annual value under this contract.</p> <p>Both parties agree that neither party shall be liable for any indirect, remote, consequential loss or damages including but not limited to loss of profit, loss of anticipated earning, loss of data, revenues, goodwill, or business value whether or not that party was aware or should have been aware of the possibility of such costs, expenses or damages.</p> <p>The limitations set forth above will not apply to claims by a party that the other party has infringed the claimant party's IPR.</p>	No Change
207	41	11.5 Termination of Contract (convenience)	<p>BFSL shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience. However the BFSL will be entitled to terminate subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after the BFSL gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide the BFSL , within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the BFSL . Or Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.</p>	Request deletion of BFSL's right to terminate for convenience.	Request deletion of BFSL's right to terminate for convenience.	NO change

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208	45	11.9 Inspection of Records	<p>All records of bidder with respect to any matters covered by this RFP shall be made available to the BFSL or its designees at any time during normal business hours, as often as the BFSL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. BFSL would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the BFSL, which would be used by the BFSL. The cost of the audit will be borne by the BFSL. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the BFSL shall also be subject to Regulator/BFSL inspection.</p>	<p>Bidder submits that it can accommodate reasonable audit requirements subject to be confined to business records relating to the contract.</p> <p>Additionally, Bidder requests and submits that:</p> <p>(a) auditors (internal or external) must not be Bidders competitors;</p> <p>(b) Scope and purpose of such audits must be well defined (e.g., charges, service level performance, security and other controls, etc.) and only in connection with the services covered under the scope of the contract.</p> <p>(c) Audit must exclude Bidder's internal operations and costs, as well as other customers' data, and services and subcontractor's commercials;</p> <p>(d) Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;</p> <p>(e) Bidder under such Audits will not disclose its internal or external audits, summaries or reports.</p> <p>(f) The Audit must not be for re-establishment/re-negotiating price or scope of</p>	<p>Bidder submits that it can accommodate reasonable audit requirements subject to be confined to business records relating to the contract.</p> <p>Additionally, Bidder requests and submits that:</p> <p>(a) auditors (internal or external) must not be Bidders competitors;</p> <p>(b) Scope and purpose of such audits must be well defined (e.g., charges, service level performance, security and other controls, etc.) and only in connection with the services covered under the scope of the contract.</p> <p>(c) Audit must exclude Bidder's internal operations and costs, as well as other customers' data, and services and subcontractor's commercials;</p> <p>(d) Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;</p> <p>(e) Bidder under such Audits will not disclose its internal or external audits, summaries or reports.</p> <p>(f) The Audit must not be for re-establishment/re-negotiating price or scope of</p>	NO change
209	45	11.13 Monitoring and Audit	<p>Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the BFSL. The periodicity of these audits will be decided at the discretion of the BFSL. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the BFSL deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the BFSL's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the BFSL access to various monitoring and performance measurement systems (both manual and automated). The BFSL has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior</p>	<p>Bidder submits that it can accommodate reasonable audit requirements subject to be confined to business records relating to the contract.</p> <p>Additionally, Bidder requests and submits that:</p> <p>(a) auditors (internal or external) must not be Bidders competitors;</p> <p>(b) Scope and purpose of such audits must be well defined (e.g., charges, service level performance, security and other controls, etc.) and only in connection with the services covered under the scope of the contract.</p> <p>(c) Audit must exclude Bidder's internal operations and costs, as well as other customers' data, and services and subcontractor's commercials;</p> <p>(d) Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;</p> <p>(e) Bidder under such Audits will not disclose its internal or external audits, summaries or reports.</p> <p>(f) The Audit must not be for re-establishment/re-negotiating price or scope of</p>	<p>Bidder submits that it can accommodate reasonable audit requirements subject to be confined to business records relating to the contract.</p> <p>Additionally, Bidder requests and submits that:</p> <p>(a) auditors (internal or external) must not be Bidders competitors;</p> <p>(b) Scope and purpose of such audits must be well defined (e.g., charges, service level performance, security and other controls, etc.) and only in connection with the services covered under the scope of the contract.</p> <p>(c) Audit must exclude Bidder's internal operations and costs, as well as other customers' data, and services and subcontractor's commercials;</p> <p>(d) Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations;</p> <p>(e) Bidder under such Audits will not disclose its internal or external audits, summaries or reports.</p> <p>(f) The Audit must not be for re-establishment/re-negotiating price or scope of</p>	NO change

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210	48	11.23 Service Level Agreement and Non-Disclosure Agreement	<p>1. The Successful Bidder shall execute:</p> <p>a. Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the BFSL</p> <p>b. Non-Disclosure Agreement (NDA), the Successful Bidder shall execute the SLA and NDA Within two months the date of acceptance of letter of appointment or as intimated by the BFSL</p>	Specific SLA's would be mutually discussed and agreed upon to measure deficiencies / acceptance process.	Specific SLA's would be mutually discussed and agreed upon to measure deficiencies / acceptance process.	NO change
211	48	11.24 Liquidated Damages a Liquidated Damages	<p>BFSL expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. BFSL at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.</p> <p>2. Thereafter, at the discretion of the BFSL, the contract may be cancelled. BFSL also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to BFSL and is attributable to the selected Bidder.</p> <p>3. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke this clause.</p>	<p>Bidder submits that Bidder be provided with a cure period of 45 days or such other period as may be mutually agreed to cure any delay on part of Bidder. The Customer may impose liquidated damages on Bidder for repeated delays by Bidder beyond such cure period. In the event of bidders failure to perform, the LD to be paid by the bidder shall be subject to a cap of 5% of the affected deliverables capped at 10% of that particular deliverable. Liquidated Damages are to be paid only at the final milestone date. Liquidated Damages shall be the sole remedy for delay.</p> <p>Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separately.</p>	<p>Bidder submits that Bidder be provided with a cure period of 45 days or such other period as may be mutually agreed to cure any delay on part of Bidder. The Customer may impose liquidated damages on Bidder for repeated delays by Bidder beyond such cure period. In the event of bidders failure to perform, the LD to be paid by the bidder shall be subject to a cap of 5% of the affected deliverables capped at 10% of that particular deliverable. Liquidated Damages are to be paid only at the final milestone date. Liquidated Damages shall be the sole remedy for delay.</p> <p>Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separately.</p>	NO change
212	48	11.25 Set Off	<p>Without prejudice to other rights and remedies available to the BFSL it shall be entitled to earmark , set-off or adjust any amounts due to the BFSL , under any clause of the RFP, from the selected bidder Provider against payments due and payable by the BFSL to the selected bidder/Service Provider for the services rendered. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.</p>	Request for the deletion of this clause.	Request for the deletion of this clause.	NO change

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
213	49	New		<p>Bidder proposes to introduce a clause "Warranty"  Bidder will pass on the standard OEM warranty on all Hardware and software products/applications. All software will be provided as per standard warranty, license and support terms of OEM software licensor. Counter party will directly execute an End User License Agreement ("EULA") with OEM software licensor which will state the nature of license rights, warranties and the support terms on the licensed software. Any update / upgrade above proposed offer will be charges and agreed mutually.</p> <p>Eligibility. HP's service, support and warranty commitments do not cover claims resulting from:</p> <ol style="list-style-type: none"> <li>1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;</li> <li>2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;</li> <li>3. failure or functional limitations of any non-</li> </ol>	<p>Bidder proposes to introduce a clause "Warranty"  Bidder will pass on the standard OEM warranty on all Hardware and software products/applications. All software will be provided as per standard warranty, license and support terms of OEM software licensor. Counter party will directly execute an End User License Agreement ("EULA") with OEM software licensor which will state the nature of license rights, warranties and the support terms on the licensed software. Any update / upgrade above proposed offer will be charges and agreed mutually.</p> <p>Eligibility. HP's service, support and warranty commitments do not cover claims resulting from:</p> <ol style="list-style-type: none"> <li>1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;</li> <li>2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;</li> <li>3. failure or functional limitations of any non-</li> </ol>	Bidder has to comply to warranty condition as specified in RFP.
214	15	4.5.6	<b>The solution must use hardware based encryption only and must give IMIX encryption throughput equal to or greater than the sum total of WAN bandwidth capacity per site.</b>		Allow Software based encryption also	Accepted
215	15	4.6.1	All central controller shall be provided, deployed & management by Successful bidder in coordination with Data Center Vendor at BFSL data center and backup at DR Site. The solution at DC site should be in high availability to avoid single point of failure		Allow Cloud based controller in Bidder DC	We are looking In house
216	15	4.6.12	The solution must store historical traffic and performance information to assist with trouble analysis, traffic forecasting and SLA compliance.		Define time limit for storing logs	already specified 30 day in RFP
217	16	4.7	Also Bidders shall be provide onsite support (One Network Engineer) for working Hours (8AM to 8PM) at Noida office to monitor, Ticket Generating on behalf of Client, coordination with respective Team etc.		define Engineer grade-L1/L2/L3	L1 & L2 Support
218			Annexure 8		Please provide the contact details for feasibility.	Kindly refer updated Annexure -8 which is attached herewith
219	9	B3	The bidder should have positive network and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	Bidder should be profit making organization in all three years.		This clause is amended as " The bidder should have positive Network in last 2 Years"
220	10	B5	The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 <b>AND</b> b) ISO 27001/BS7799	Request to charges The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 <b>OR</b> b) ISO 27001/BS7799 <b>OR Both</b>		This clause is amended as "Request to charges The Bidder should have following certifications for WAN network services: a) ISO 9001:2008 <b>AND</b> / <b>OR</b> b) ISO 27001/BS7799"

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
221	9	B4	The Bidder should have at least three years' experience in supplying, installing commissioning and Managing of MPLS & broadband and should have implemented MPLS & broadband in two Banks / Financial Institutions in India and one of them should be a BFSI Sector in India in the last 2 calendar years.	SD-WAN Tech is itself is 1 year old technology	Delete this clause for the tender	BFSL has simply asked Managed( MPLS & Broadband)
222	14	4.4	xiii. The solution should have minimum of 4 to 8 X GE ports and CPE should be Wi-Fi enabled as well.		Wifi Is on Road Map	This clause is amended as "The solution should have minimum of 8 X GE ports."
223	15	4.6.6	The solution must support end-to-end real-time flow visualization for the application paths for identifying issues and taking corrective actions.	Need more details		This is part of Network performance management which shall be part of Solution
224	15	4.6.9	The centralized management appliance shall have NMS capabilities and must support network wide device and network visibility for all the devices in the scope of the solution.	Need more details		This is part of Network performance management which shall be part of Solution
225	15	4.6.15	iii. Prediction-based on extrapolation of trending data	Need more details		if there has been a steady stream of technological change and improvement. Accordingly logic to be defined.
226	16	4.6.15	viii. Multi-site reports: connectivity, bandwidth usage and SLA metrics between sites CGNAT reports: NAT events, pool utilization etc.	Need more details		Report should be generated on GUI
227	16	4.6.15	ix. Forensics: packet capture for known/unknown applications and detected vulnerabilities	Need more details		Report should be generated on GUI
228	9	3.1	3.1 Consortium Criteria	Consortiums are not allowed.	We would request customer to allow consortiums	Consortium is not allowed however Bidders are free to Work with other vendor to Bid , But we are looking SPOC for everything
229	9	3.2	3.2 Bidder/ Prime Bidder Qualification Criteria	B4. The Bidder should have at least three years' experience in supplying, installing, commissioning and Managing of MPLS & broadband and should have implemented MPLS & broadband in two Banks / Financial Institutions in India and one of them should be a BFSI Sector in India in the last 2 calendar years.	We request customer to also include ILL as a part of this ask	This clause is amended as " B4. The Bidder should have at least three years' experience in supplying, installing, commissioning and Managing of MPLS & broadband/ILL and should have implemented MPLS & broadband in two Banks / Financial Institutions in India and one of them should be a BFSI Sector in India in the last 3 calendar years".
230	10	3.2	3.2 Bidder/ Prime Bidder Qualification Criteria	B6. The Bidder (Service Provider) should have delivered MPLS VPN or managed broadband link or combination of both Link connectivity at least to 100 sites across India, out of which at least 60 sites should be of single customer.	We request customer to also include ILL as a part of this ask	This Clause is amended as " B.6-The Bidder should have delivered MPLS VPN or managed broadband link or Internet Lease Line or combination of both Link connectivity at least to 100 sites across India, out of which at least 60 sites should be of single customer.
231	10	3.2	3.2 Bidder/ Prime Bidder Qualification Criteria	The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service from their existing customers who have availed MPLS/ managed broadband connectivity on SD WAN technologies from them for at least 3 years continuously.	We request to also include ILL as a part of this ask. Also we request you to reduce the term from 3 years to 1 year.	This Clause is amended as "The Bidder should produce letter of satisfaction on their MPLS/ managed broadband service / ILL from their existing customers who have availed MPLS/ managed broadband connectivity on SD WAN technologies from them for at least 1 years continuously".
232	13	4.4	4.4.1 Each edge device should support the following:	xiii. The solution should have minimum of 4 to 8 X GE ports and CPE should be Wi-Fi enabled as well.	We recommend the CPE to be wired LAN only device; TO keep WiFi management as a separate project	This clause is amended as " The solution should have minimum of 8 X GE ports".

Sr. No	Pg No	Clause, Section & Vol No	Tender Original Clause	Clarification Required	Request for Change / Modification / Addition / Deletion	Clarification/Amendment/deletion by BFSL
233	15	4.6	4.6 Centralized Management, Monitoring and Configuration	4.6.1 All central controller shall be provided, deployed & management by Successful bidder in coordination with Data Center Vendor at BFSL data center and backup at DR Site. The solution at DC site should be in high availability to avoid single point of failure.	We request customer to also include shared Controller offering as a part of this offering	NO Change
234			Appendix 05 - Details of bandwidth Requirement	Category C sites	We would request BOB to increase the bandwidth offerings of the sites to over 512k to handle the security overheads on the sdwan bandwidths, we recommend 2M	two connection of 512Kbps are considered for each location of Category -C.
235	14	4.5	4.5 Application optimization over WAN	4.5.8 The solution must support zone based firewall and VRFs to allow for network isolation.	Our understanding is to use stateful firewall i.e src ip-dest ip ports	Uses modification techniques to improve delivery over bandwidth-constrained networks and Provides faster app performance
236	2	4.16	Appendix 13 - Technical Specification	Adaptive Bandwidth Detection is applicable to networks with LOS, Microwave, 4G/LTE WAN Links, for which the available bandwidth varies based on weather and atmosphere conditions, location, and line of site obstructions. The proposed solution should adjust the bandwidth rate on the WAN Link dynamically based on a defined bandwidth range (minimum and maximum WAN link rate) to use the maximum amount of available bandwidth.	We request to remove 3G/4G as these don't offer dedicated bandwidth services and stability.	We are looking Managed Service along with SLA.
237	20	6	6. Service Levels	i. Penalty During Warranty & O/M Lifecycle	1. SLA will be as Follows: Category A & B: Redundant(2 CPE, dual local loop, dual POP and dual MPLS) Tier 1: 100% Tier 2: 99.99% Tier 3: 99.99% Tier 4: 99.99%  Resilient (One or two cpe; dual local loop from single or dual provider; single pop/pe and dual mpls etc) Tier 1: 99.90% Tier 2: 99.75% Tier 3: 99.75% Tier 4: 99.50%  Routine(One cpe,one local loop,one mpls) Tier 1: 99.7% Tier 2: 99.5% Tier 3: 99% Tier 4: 98.50% Category C - ILL: Standard ILL: Tier 1 : >=99.95 Tier 2 >=99.5	this clause is amended as " Category A & B : 99.50% and Category C >= 98.5%".
238			Appendix 14 -Onsite Support team profiles	Appendix 14 -Onsite Support team profiles	Can we enable remote monitoring of devices through the service providers NOC instead of on-site resource?	Accepted , But we need one resource ONSITE for co-odination with Successful Bidder to get the work finished on time and within SLA .
239	12	17) iii)	Operations and Maintenance Services.	Should have Onsite Support for Working Days (Monday to Friday) in working Hours (8AM to 8PM) facilities to raise trouble tickets, Coordination and customer support	Number of personnel - 1 NE Location - Noida office NE Profile expectations will be provided basis appendix 14	1 no resident engineer at Noida office for local support & cordination. After office hour, successful bidder has to provide 24x7 remote support from NOC.



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240	12	17) iv)	Operations and Maintenance Services.	BFSL may increase the bandwidth as per the rate card/rate contract provided by the Successful bidder. The Successful bidder has to scale up the bandwidth within 48 hours	Change management matrix will be shared with BFSL - Bandwidth upgrades are basis feasibility and can take 2-4 weeks on case to case basis. BFSL and Bidder can plan for vital locations in anticipation of upgrade, basis service roadmap & improvement discussions to avoid any impact on business.	if tremendously increment ( more that 3 Times of existing bandwidth) in bandwidth then this point shall be considered base on mutual understanding by both successful bidder & BFSL.
241	12	4.2	4.2.1 Category A & B	V. BFSL should be able to aggregate bandwidth (Bonding) from both the service providers though they are terminating on different CE.	This is possible but not a standard implementation. Request bank to give further clarity on requirement - Whether bonding is meant for MPLS/ILL links or strictly for broadband	it might be for both ( MPLS or Broadband)
242	41	11.5 (i)	Termination of contract	However the BFSL will be entitled to terminate subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after the BFSL gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide the BFSL , within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable	Bidder request that termination for convenience would attract early termination charges. Bidder assumes no liability for risk purchase clause. Request bank to give Defect cure period - 45 days with Corrective actions in mutual agreement within 30 days. Bidder will not bear any such cost	NO change
243	48	11.24	Liquidated Damages	The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. BFSL at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project	The proposed rate of penalty would be 0.1% of the entire project cost/TCO per week of delay or non-compliance	No Change
244	48	11.24	Liquidated Damages	5. The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 10% of the Total Contract value.	The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 5% of the Total Contract value. We understand that cap mentioned in sub clause (5) is applicable for both LD and penalties	No Change
245	21	4.7.5 (V)	Exit Management Scope	V. The Bidder shall ensure that the infrastructure (Backbone infra, Hardware & software) are handed over to BOB Financial Solutions Limited in a complete operational condition to the satisfaction of BOB Financial Solutions Limited. In case Successful Bidder is unable to address such issues, BOB Financial Solutions Limited may levy penalty or invoke the Performance Bank Guarantee of the Successful Bidder	Exit Management Scope is not acceptable by the bidder. Please limit the penalty to 2%	No Change
246	21	6	Service level	Penalty During Warranty & O/M Lifecycle	a) Subsequently, for every 0.1% drop in SLA criteria - 2% of QP b) Subsequently, for every 0.1% drop in SLA criteria - 2% of QP c) <99.95% to >= 99.98% - 2% of QP d) <99.90% to >= 99.95% - 2% of QP e) <99.85% to >= 99.90% - 5% of QP Subsequently, for every 0.1% drop in SLA criteria - 2% of QP	this clause is amended as " Category A & B : 99.5% and Category C >= 98.5%".

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247	13	4.3.2	Wireless Last Mile	(i)The maximum height of pole should preferably be not more than 6M from roof top. However acceptance of the same is subject to availability of permission from landlord.	Site installation permission arrangement to be in scope of customer. Bidder will proceed with installation only after permission confirmation from customer. All clearances, wherever required, in respect of the mast/pole/antenna at branch, from any government/local/statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the customer. Further, the rooftop rights, permissions, rentals & any other miscellaneous charges are the responsibility of the customer.We request the Mast height to	Successful bidder has to take necessary permission from landlord/ local corporate authority .
248	23	7.4	Bid Security (EMD)	7.4 Bid Security and Performance Guarantee	On Page 7 : the EMD is mentioned as - 6,01,000/- whereas on page 23 : it is mentioned as Rupees Ten Lakhs only (INR 35,00,000 only). Need clarity to EMD amount because different amounts are mentioned at different places	This clause is amended. Kindly refer corrigendum
249	1	4.2 (Appendix 19)	The proposed solution must support the use of diverse network links as WAN links. This must include the ability to use: • MPLS • DSL • Cable • Metro Ethernet • Cellular Wireless such as 4G or LTE • Satellite	Current SDWAN offering on best effort LM such as 4G,LTE & Satellite would not be advisable from performance standpoint	Request bank to reconsider the LM options for SDWAN offerings	No Change
250	5	4.75(Appendix 19)	The solution must be capable of exporting traffic statistics to AppFlow or Netflow collectors.	The SDWAN offering may not be able to share netflow statistics but will have its own tool which can share traffic statistics	We request customer to also include ISP tool as a part of this offering	This clause is amended as " The solution must be capable of exporting traffic statistics to AppFlow or Netflow or Equivalent Collector Tool".
251	16	4.7 (Bid document page 16)	Provide Onsite Network engineer for working hours (8AM to 8pm)	Need to understand if Bank is looking for specific qualification/certication/experience		Candidate should be minimum diploma holder & should have minimum 3 year experience in Similar Field
252	5	1.5	Confidentiality	Langauge seems to be unclear	Request to clarify the requirement	This document is property of BFSL.
253	11	Note 1	Letter of Authorization	POA holder as per Bidders company policy should be allowed to authorize the signatory and this should not be restricted Managing Director	POA holder as per Bidders company policy should be allowed to authorize the signatory and this should not be restricted to Managing Director	This note is updated as "Letter of Authorization shall be issued by either Managing Director/ Country Manager / General Manager having related Power of Attorney issued in his favor or a Director of the Board for submission of Response to RFP/ Tender".
254	19	5	Implementation Timeline and Deliverables	There should be some time limit for submission of PBG	There should be some time limit for submission of PBG	Standard Time line shall be considered for PBG
255	20	6	Service Levels	There should be a maximum cap on quantum of LD and penalties	There should be a maximum cap on quantum of LD and penalties	already specified in RFP. It shall not be more that 20% .
256	21	6 (i)	Important Points (number V, VI & VII)	This should be clarified that these events will not hold bidder liable	This should be clarified that these events will not hold bidder liable	No Change
257	22	7.2(IV)	If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the BFSL will treat the prices quoted as in conformity with these guidelines and proceed accordingly	Bidder request deletion of this statement	Bidder request deletion of this statement	No Change

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258	25	7.5(ii)	By submitting a proposal, the Bidder agrees to promptly contract with BFSL for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with BFSL within 45 days from the date of Purchase order herein will relieve BFSL of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of BFSL.	Bidder understand that terms of any such contract will be in line with those contained in the RFP which are agreed between Bidder and BoB and there will be no new stipulations		as per scope of work. if any additional work which will be based on mutual understanding.
259	25	7.5(v), (vi) & (viii)	Representation	Bidder propose following representation clause instead of what is mentioned in RFP:  "Bidder represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during term, to provide the Services ordered by BoB hereunder; (ii) the performance of Bidder's obligations under this Agreement will not violate any applicable law, rule or regulation; and (iii) Bidder is authorized and has completed all required corporate actions	Bidder propose following representation clause instead of what is mentioned in RFP:  "Bidder represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during term, to provide the Services ordered by BoB hereunder; (ii) the performance of Bidder's obligations under this Agreement will not violate any applicable law, rule or regulation; and (iii) Bidder is authorized and has completed all required corporate actions	No Change
260	28	7.6(17)	Change of locations	This will be subject to revised feasibilites and commercials		will be decided based on mutual understanding by both BFSL & Successful Bidder.
261	28	7.6 (18) & (19)	Vicarious liability and indemnity	Bidder request deletion of vicarious liability provosions. Furthe bidder request if indemnity clause can be modified as follows:  " Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. BoB shall also indemnify, defend and hold Bidder harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its end users' use of the Services; and/or (ii) claims arising from BoB's breach of bidders acceptance use	Bidder request deletion of vicarious liability provosions. Furthe bidder request if indemnity clause can be modified as follows:  " Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. BoB shall also indemnify, defend and hold Bidder harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its end users' use of the Services; and/or (ii) claims arising from BoB's breach of bidders acceptance use	No Change
262	31	8.8	Integrity Pact	Please share copy for review		The Integrity Pact is available on the CVC Website. Kindly download it.

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263	39	11.2	Indemnity	<p>bidder request if indemnity clause can be modified as follows:</p> <p>"Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. BoB shall also indemnify, defend and hold Bidder harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its end users' use of the Services; and/or (ii) claims arising from BoB's breach of bidders acceptance use</p>	<p>bidder request if indemnity clause can be modified as follows:</p> <p>"Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. BoB shall also indemnify, defend and hold Bidder harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its end users' use of the Services; and/or (ii) claims arising from BoB's breach of bidders acceptance use</p>	No Change
264	43	11.6	Compliance with law	<p>Bidder will comply with applicable but there should not be any obligation of notifying BoB.</p> <p>Further building permissions should be the responsibility of BoB</p>		NO change
265	44	11.9	Inspection of Records	<p>Bidder requests that inspection rights under this clause should be restricted only publically available financial information of the bidder and should not extend to other financial information which are not in public domain. The cost of any such inspection shall be born by Bank and shall be subject to auditors binding themselves with confidentiality obligation.</p> <p>The audit duration should not extend to 4 hours on any business day and shall be subject to bank giving 30-day prior written notice to Bidder of any such inspection and shall be subject to applicable Remote Hands</p>		NO change
266	45	11.12	Visitorial Rights	<p>Bidder requests that inspection rights under this clause should be restricted only publically available financial information of the bidder and should not extend to other financial information which are not in public domain. The cost of any such inspection shall be born by Bank and shall be subject to auditors binding themselves with confidentiality obligation.</p> <p>The audit duration should not extend to 4 hours on any business day and shall be subject to bank giving 30-day prior written notice to Bidder of any such inspection and shall be subject to applicable Remote Hands</p>		NO change

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267	45	11.13	Monitoring and Audit	All Bidder records with respect to any matters covered by this RFP shall be made available to the Bank subject to providing not less than 30 days notice period to Bidder or its designees, at any time during normal business hours, once per calendar year, to audit, examine, and make excerpts or transcripts of all relevant data. Such audit will be subject to entering into confidentiality agreement with the Bidder. Audit records are subject to examination. The auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The audit shall be conducted not more than once in a calendar year Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance	All Bidder records with respect to any matters covered by this RFP shall be made available to the Bank subject to providing not less than 30 days notice period to Bidder or its designees, at any time during normal business hours, once per calendar year, to audit, examine, and make excerpts or transcripts of all relevant data. Such audit will be subject to entering into confidentiality agreement with the Bidder. Audit records are subject to examination. The auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The audit shall be conducted not more than once in a calendar year Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance	NO change
268	46	11.17	Arbitration	Appointment of Arbitrators should be mutually agreed between parties		No Change
269	48	11.23	SLA and NDA	Please share copy for review		SLA & NDA shall be shared with successful bidder
270	48	11.25	Set-off	There should not be any set-off		No Change
271	49	11.29	Confidentiality	Bidder request that this obligation should be mutual for both the parties. Further we understand this clause needs some clarifications / re-drafting as apparently clauses are breaking in between		RFP condition prevails
272	50	11.3	Disclosing Party	Bidder request that this obligation should be mutual for both the parties. Further we understand this clause needs some clarifications / re-drafting as apparently clauses are breaking in between		RFP condition prevails

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273		Additional Proposed by Bidder	Limitation of Liability Clause	<p>We propose incorporating following additional clause in the contract:</p> <p>The Bidder shall not 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 the contract, 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.</p> <p>For any liability not excluded by the foregoing, the Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by the Bidder pursuant to the applicable order giving rise to the liability.</p>	<p>We propose incorporating following additional clause in the contract:</p> <p>The Bidder shall not 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 the contract, 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.</p> <p>For any liability not excluded by the foregoing, the Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by the Bidder pursuant to the applicable order giving rise to the liability.</p>	No Change
274	25	7.5(iv)	Risk Purchase Clause	This clause is not acceptable by the bidder	This clause is not acceptable by the bidder	No Change
275	28	7.6(14)	Readiness and inspection	Bidder suggests that No costs to be borne by any of the parties	Bidder suggests that No costs to be borne by any of the parties	No Change
276	28	7.6(15)	Acceptance test	Not acceptable by the bidder. Accurate meaning of discrepancy to be illustrated.	Not acceptable by the bidder. Accurate meaning of discrepancy to be illustrated.	No Change
277	29	7.6(21) & (22)	Technical inspection and performance evaluation	This is not okay for the bidder. Sizing will vary as per the nature of BoB's business. However, it is recommended that BFSL implement the bandwidths as suggested by bidder basis the application usage & services chosen	This is not okay for the bidder. Sizing will vary as per the nature of BoB's business. However, it is recommended that BFSL implement the bandwidths as suggested by bidder basis the application usage & services chosen	No Change
278	47	11.22	Addition/deletion of qualified offerings	All unit costs are indicative of current business scenario and request BFSL to reconsider the ordering at same unit price to be valid for a year. BFSL can order the units for its own usage and not for any parent, sister or affiliate company.	All unit costs are indicative of current business scenario and request BFSL to reconsider the ordering at same unit price to be valid for a year. BFSL can order the units for its own usage and not for any parent, sister or affiliate company.	RFP condition prevails
279	48	11.26	Information Ownership	While we can agree that the ownership of the information will be with BoBFL, Bidder will follow with its version of Corporate Security Policy which is inline with the ISO 27001 : 2013 requirements as the services rendered are shared in nature.	While we can agree that the ownership of the information will be with BoBFL, Bidder will follow with its version of Corporate Security Policy which is inline with the ISO 27001 : 2013 requirements as the services rendered are shared in nature.	RFP condition prevails

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280	1	Appendix - 01	We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BOB Financial Solutions Ltd. is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BOB Financial Solutions Ltd. as to any material fact.		Bidder request modification of this clause as under:  "To the best of our knowledge and belief, we confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BOB Financial Solutions Ltd. is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BOB Financial Solutions Ltd. as to	No Change
281	1	Appendix - 09	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by BOB Financial Solutions Ltd., provided however that only the list of deviations furnished by us below, which are expressly accepted by BOB Financial Solutions Ltd. and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. BOB Financial Solutions Ltd. is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the BOB Financial Solutions Ltd.'s decision not to accept any such extraneous conditions and deviations will be final and binding on us.		Bidder request modification of this clause as under:  "We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by BOB Financial Solutions Ltd., provided however that only the list of deviations furnished by us below, which are expressly accepted by BOB Financial Solutions Ltd. and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. BOB Financial Solutions Ltd. is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the BOB Financial Solutions Ltd.'s decision not to accept any such extraneous conditions and deviations will be final and binding on us.  <b>However, if deviations are not acceptable to BoB Financial Solutions Ltd, we reserve our right to withdraw our proposal without any</b>	No Change
282		Appendix - 11	PBG against advance payment	Bidder request clarification as to under which all circumstances, this PBG will be enforced by BoB Financial. This format is for EMD or for availing advance. Please clarify?	Bidder request clarification as to under which all circumstances, this PBG will be enforced by BoB Financial. This format is for EMD or for availing advance. Please clarify?	Against availing advance
283		Appendix 7 - Confirmation of Eligibility Criteria	The bidder should have positive networth and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	Supporting the fact the bidder should furnish: a) Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 and b) CA certificate for FY2014-15, FY 2015-16 and FY2016-17. The certificate should provide the details of network, cash profit and turnover for last three years.	As per industry practices and regulations , Cash profit is not required and no company in the industry can share cash profit value. Please remove this point and accept profit after tax against this requirement.The bidder does not show cash profit in the financials and is not aware of the formula for computation of the same.	This clause is amended as " The bidder should have positive Network in last 2 Years"
284	27	7.6(10)	Right to alter requirements	Once, the order is placed then there can not be alterations. If necessary, additional charges will be borne by customer.	Once, the order is placed then there can not be alterations. If necessary, additional charges will be borne by customer.	No Change