



## Small Industries Development Bank of India

### Request for Proposal for Supply, Commissioning and Maintenance of Dedicated (1:1) uncompressed, unfiltered and unshared Internet Bandwidth with DDoS Protection

टेंडर सं. / Tender No.	500/2023/1706/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	June 20, 2022, 1000 hours
पूर्व-बोली बैठक / Pre-Bid meeting	June 24, 2022, 1130 hours
बोली जमा करने की अंतिम तिथि / Last date for submission of bids	July 12, 2022, 1530 hours
न्यूनतम व तकनीकी बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid & Technical bid	July 13, 2022, 1130 hours

### Pre-Bid Queries and Bank's Response

Date of hosting : June 28, 2022

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
1	8	2.8.1	A Recipient will, by responding to the Bank for RfP, be deemed to have accepted the terms of this RfP.	Tata Communications Limited (TC) has provided the relevant standard Master Services Agreement and standard Service Schedule for the concerned Service as a part of our RFP Response. SIDBI is hereby requested to peruse through those additional documents that will apply to our delivery of the services. TC will be open to negotiate a blend of the RFP terms and our standard contracts for the actual delivery of services if TC is successful in this RFP. This should not be treated as imposing our terms and conditions.	No Change
2	8	2.11	All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements	Considering that there is no binding legal relationship till we execute an agreement, the information shared in response to this RFP shall remain the property of Tata communications or its licensors. SIDBI shall maintain the confidentiality of the information shared and must not disclose to any party. The Non-Disclosure Agreement (NDA) shared along with this response to be treated as part and parcel of our response and SIDBI shall comply with the terms stated therein.	Agreed
3	10	3.6	Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.	Tata Communications Limited (TC) has provided the relevant standard Master Services Agreement and standard Service Schedule for the concerned Service as a part of our RFP Response. SIDBI is hereby requested to peruse through those additional documents that will apply to our delivery of the services. TC will be open to negotiate a blend of the RFP terms and our standard contracts for the actual delivery of services if TC is successful in this RFP. This should not be treated as imposing our terms and conditions.	No Change
4	12	3.12.7	The bid security (EMD) may be forfeited: 1 If a bidder withdraws its bids during the period of bid validity. 2 If a bidder makes any statement or encloses any form which turns out to be false/ incorrect at	Tata Communications Limited (TC) has provided the relevant standard Master Services Agreement and standard Service Schedule for the concerned Service as a part of our RFP Response. SIDBI is hereby	

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			any time prior to signing of the contract. 3 In case of successful bidder, if the bidder fails to: a) Accept the LOI / Purchase order or sign the contract OR b) Furnish the performance guarantee. 4 In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.	requested to peruse through those additional documents that will apply to our delivery of the services. TC will be open to negotiate a blend of the RFP terms and our standard contracts for the actual delivery of services if TC is successful in this RFP. This should not be treated as imposing our terms and conditions.	
5	13	3.17	Non-Disclosure Agreement	Can the NDA be made mutually applicable?	<b>No Change</b>
6	13	3.17.2	During the contract period, the Personnel of ISP will have access to confidential information of the Bank such as IP addresses, device configuration, network architecture, etc. The ISP or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the ISP may use the information only for serving the Bank's interest and restrict disclosure of information solely to those employees of ISP having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of ISP under this agreement and require such employees to maintain these obligations.	<p>This clause will have exceptions as follows:</p> <p>1.The following will not constitute "Confidential Information" for purposes of this Agreement:</p> <p>(i) information that was known by Receiving Party prior to the disclosure thereof under this Agreement;</p> <p>(ii) information that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the Receiving Party;</p> <p>(iii) information that is independently developed by the Receiving Party without reference to the Confidential Information; or</p> <p>(iv) information that is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Affiliates, provided that such source has represented to the Receiving Party that it is not bound by any with such Party; a Person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than fifty percent (50%) of its voting rights, income or capital obligation of confidentiality in relation thereto. The burden of proving these exceptions shall rest with the Party seeking to benefit from such exceptions.</p> <p>2. Further following requirement shall be excluded from Confidentiality perspective:</p> <p><b>COMPELLED DISCLOSURE.</b> If the Receiving Party or any of its directors, officers, employees or advisors becomes legally compelled to disclose any of the Confidential Information furnished by the Disclosing Party, then (unless it is prohibited by law from doing so) it shall provide the Disclosing Party with prompt prior written notice of such requirements so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver may not be unreasonably withheld. If such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, then the Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.</p> <p>3. There is no fixed term specified in the agreement hence we propose a fixed term of 3 years for the NDA and additional 5 years confidentiality period from the date of expiry of the NDA should be made.</p>	<b>No Change</b>
7	18	4.3	The Internet bandwidth along with Onnet DDos subscription is procured from two	Are these managed links? Is these Load-Balancers part of SIDBI's LAN environment	<ul style="list-style-type: none"> <li>• Yes, they are managed links.</li> </ul>

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			ISPs and the links are terminated on link load balancer deployed in HA mode at DC and DR for load sharing, Bandwidth management etc.		<ul style="list-style-type: none"> <li>SIDBI has deployed Link load balancers for termination of links.</li> </ul>
8	18	4.5	Bank has subscribed to SaaS based Secure Web Gateway Security solution. Hence, all Internet traffic on-prem or remote is routed through the same	How is traffic taken-over to SWG solution (GRE or IP-Sec) ? Please confirm the SWG solution.	Initially it will be on GRE tunnels. However, during the period of contract, may also require IPSec.  SWG solution deployed by Bank is of Zscaler under SaaS model.
9	19	5.1.1	<p>1. 512Mbps dedicated premium Internet Bandwidth with single last mile connectivity at Bank's Data Center, Mumbai with 1:1 bandwidth; uncompressed, unfiltered, and unshared with DDoS protection.</p> <p>2. 256Mbps dedicated premium Internet Bandwidth with single last mile connectivity at Bank's DR Site, Chennai with 1:1 bandwidth; uncompressed, unfiltered, and unshared with DDoS protection.</p>	What does SIDBI interpret by premium bandwidth	Premium implies enterprise class.
10	19	5.1.1.(3)	Pooled DDoS protection for DC and DR of 3Gbps capacity	Pooled DDoS protection for DC and DR of 3Gbps capacity. Why Sidbi need 3 Gbps	Please refer section 5.1.1(3) of RfP
11	19	5.1.3	The ISP shall ensure to provide last mile connectivity only through optical fiber media.	What is the hand-off required by bank (single-mode or multi-mode)	The handoff to be provided by the bidder should be on fiber till the WAN port of router. Please refer router specifications given in section 5.2 of RfP.
12	19	5.1.4	The optical fiber media entering the Data Centre & DR Site should ensure from two separate entry points so that the road works at one entry point should not disturb the connectivity.	Two separate entry points is applicable only in case of primary & secondary link, needs to be removed or in case	<b>Revised Clause</b>  The optical fiber media entering the Data Centre & DR Site should not have single point of failure.
13	19	5.1.7	The ISP will obtain all the necessary clearances, permissions, licenses/permit etc. from all the authorities concerned to provide network connectivity at the Bank's locations as specified in this document.	SIDBI will be required to help with the necessary permission to access the SIDBI racks for installation and support purposes	Agreed
14	19	5.2.1	The bidder to provide router at DC Mumbai and DR site Chennai under OPEX basis	How many router need - Capex/Sell	One router each at DC and DR from each service provider.
15	20	5.3.2	HTTP/ HTTPS Flood Attacks	This attack-type falls under Layer 7 attack which needs an appliance to be placed at the customer premise. Since the scope is limited to L3 - L4 Attacks, request you to remove this clause.	<b>Agreed</b>  HTTP/ HTTPS removed
16			The bidder shall provide DDoS attack detection and protection (scrubbing) facility (ONNET) of 3G catering to both DC and DR links (Pool) to filter the traffic as per Bank's requirement.	Request the department to change the clause to: "The bidder shall provide DDoS attack detection and protection (by either scrubbing or on-premises) facility (ONNET) of 3G catering to both DC and DR links (Pool) to	

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
				filter the traffic as per Bank's requirement " as for point 5.3.2 in the same section HTTP/HTTPS Flood attack is required and the most secure way to protect against HTTP/HTTPS floods is protecting from on premises DDOS Hardware appliances as the application certificates needs to be onboarded for this protection.	
17	20	5.3.9	The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. Vendor should also notify the Bank in timely manner through SMS on mobile or through E-mail to the registered credentials of the concerned Bank Official when any DDoS attack is detected.	Request the department to change the clause to:  "The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. Vendor should also notify the Bank in timely manner through SMS on mobile or through E-mail to the registered credentials of the concerned Bank Official when any DDoS attack is detected. The logs should directly be stored in the SIDBI's environment ." as the logs of the attacks are relevant to SIDBI and no logs should be stored on the ISP side. This requirement will be best achieved with the on-premises DDOS protection managed by ISP".	<b>No Change</b>
18	21	5.4.1	The ISP shall provide 127 (/25 subnet) IPv4 public IP addresses and same number of IPv6 addresses	/25 have 128 IPs, with 126 usable IPs	<b>Agreed</b>
19	21	5.5.1	Configuration of GRE and / or IPSec tunnels between the router and SaaS service provider based on Bank's requirement.	Is SIDBI currently SaaS services over IPSec?	The Bank would be using GRE tunnels currently, however during the period of contract may also use IPSec tunnels.  Hence, the router should support both from day one.
20	21	5.5.2	Integration of router logs with Bank's SIEM (RSA Netwitness).	Is SIEM log collector in SIDBI's LAN or on Cloud ?	On-site at Bank's DC and DR.
21	21	5.5.3	The ISP should not block any website without the prior permission of SIDBI. However, any abnormal behavior observed should be immediately reported to SIDBI.	As per the Directive of GoI, Chinese websites to be blocked	<b>Revised Clause</b>  The ISP should not block any website without the prior permission of SIDBI, except those sites as directed by GoI. However, any abnormal behavior observed should be immediately reported to SIDBI.
22	22	5.6.5	"The performance testing may be conducted once in 6 months with BERT report or any better report measuring performance. The Bank may ask for performing tests any time depending on the degradation of the performance and any surprise/random checks, may be due to audit requirements. For regular checking of the latency the	Who's responsibility is to do the testing ? If TCL's, it will provide equivalent reports to BERT report	The service provider has to test and submit BERT or equivalent report with details of all parameters.
23	22	5.6.5	The performance testing may be conducted once in 6 months with BERT report or any better report measuring performance. The Bank may ask for performing tests any time depending on the degradation of the performance and any surprise/random checks, may be due to audit requirements. For regular	We request Bank to please allow 10 ms latency	<b>No change</b>

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			checking of the latency the Bank's router to ISP POP device may considered with latency not more than 3 ms when the link utilization <70%		
24	22	5.7.1.2	Packet loss, jitter and latency reports till the Bank's perimeter device	Jitter not applicable for public networks, jitter is derived measure of Latency. Applicable for private networks like MPLS VPN or Point-to-point	Jitter should be < 5ms, wherever applicable.
25	22	5.7.1.4	Utilization, performance, latency, packet drop, jitter etc., reports on Real Time,	Jitter not applicable for public networks, jitter is derived measure of Latency. Applicable for private networks like MPLS VPN or Point-to-point	
26	24	5.10.1	Bank may upgrade / downgrade the bandwidth from the initial contracted value to higher / lower value permanently as per the contracted rate.	Upgrade subject to feasibility. Downgrade not applicable within contract.	<b>No Change</b>
27	24	5.10.2	The ISP must ensure upgrade/downgrade of link bandwidth as and when required by the Bank within ONE week from the date of issue of PO in case of soft upgrade and downgrade. If there is hardware changes same should be done within FOUR weeks from the date of receipt of purchase order/LOI	We request Bank to please provide the 1 months' time for upgrade and downgrade the bandwidth.	<b>No Change</b>
28	24	5.11.4	The ISP should carry out de-commissioning, dismantling, un-mounting of hardware from the old location and commissioning, rack mounting and configuration of hardware etc., at the new location. Packing and Physical shifting of CPE will be undertaken by Bank. Support should be applicable at new location. No additional cost other than what is contracted would be paid by Bank.	Bank has to bear shifting cost, subject to feasibility and OTC will be applicable.	<b>No Change</b>  The shifting cost shall be borne by the bidder and the same is being obtained under optional cost in commercial bid - Refer Annexure -IV (Commercial Bid)
29	25	5.13	The ISP to provide MIB of the Router installed as part of solution to enable the Bank team to configure for additional monitoring, if required. The Bidder to note that it is only additional monitoring employed by Bank on its own interest.	TCL extend SNMP string/Read Only Access. Bank/Bank's NI to provide SNMP string	<b>Agreed</b>
30	27	6.3.2	Latency local lead: < 3ms	Latency local lead: < 10ms	<b>No Change</b>
31	27	6.3.3	Packet loss / drop: 1 out of every one (1) million packets	Packet loss / drop: 1% with 75% load	Packet loss / drop should be 1 out of every one million packets, when the load on link is <70%.
32	27	6.3.4	Jitter: < 5ms	Jitter: < 25ms	Jitter should be < 5ms, wherever applicable.
33				Jitter not applicable for public networks, jitter is derived measure of Latency. Applicable for private networks like MPLS VPN or Point-to-point	Jitter should be < 5ms wherever applicable.
34	29	7.2.1	The Bidder should deliver and commission the links including Router within FOUR WEEKS FROM THE DATE OF PURCHASE ORDER / LOI.	We request Bank to please provide the 30 weeks for the commissioning as there is huge delay from all the OEM in providing the hardware due to semi conductor issue	The bidder should commission the links by providing temporary router with all the features within 4 weeks from date of Purchase order. Payments will be made as per contract.  The proposed router should be delivered within 16 weeks

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response										
					from date of PO and the temporary router may be removed.										
35	30	7.5.3(2)	In the event of non-commissioning of connectivity with all the deliverables, Bank will impose LD at the rate of 1% of the Annual Order Value of the contract for every week's delay subject to maximum of 10% of the Annual Order Value.	We request Bank to please amend the clause as below: "In the event of non-commissioning of connectivity with all the deliverables, Bank will impose LD at the rate of 0.5% of the Annual Order Value of the contract for every week's delay subject to maximum of 5% of the Annual Order Value".	No Change										
36	31	7.5.6(1)	If the uptime of 99.50% is not maintained for any month, the LD will be charged as under:	We request bank to please reduce the SLA penalty as these penalty are at very higher side	No Change										
37	29	7.3.1	<p>The equipment and links to be delivered, installed, commissioned and maintained (including support) at the following location:</p> <p><b>DataCenter</b></p> <p>Small Industries Development Bank of India [SIDBI], C/o CrtIS Datacenters Ltd, Plot No. GEN 72/1/A, TTC Industrial Area, South Central Road, MIDC Industrial Area, Mahape, <b>Navi Mumbai 400710</b></p> <p><b>DR Site</b></p> <p>Small Industries Development Bank of India [SIDBI], C/o Nxtra Data LimitedF-8, SIPCOT-IT park, Siruseri, <b>Chennai 603103</b></p>	Exact Locations	Refer Section 7.3.1 of RfP where details of locations are given.										
38	30	7.5	Liquidity Damages	TC 'S SOLE LIABILITY AND SIDBI 'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR SIDBI 'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S). ATTACHING OUR STANDARD SLAs.	No Change										
38	32	7.5.8	Breach in Jitter (if applicable) If jitter of links is > 5ms for continuous period of more than 30 minutes, the Bank will impose LD of 0.5% of monthly bandwidth charges for every hour or part thereof (excluding the first 30 minutes).	Jitter not applicable for public networks, jitter is derived measure of Latency. Applicable for private networks like MPLS VPN or Point-to-point	Jitter should be < 5ms, wherever applicable.										
39	31	7.5.6 (1)	<table><tr><td colspan="2">If the uptime of 99.50% is not maintained for any month, the LD will be charged as under:</td></tr><tr><td><b>Uptime (%) Per Month</b></td><td><b>Liquidated Damages</b></td></tr><tr><td>Committed SLA &gt;=99.5%</td><td>Nil</td></tr><tr><td>&gt;= 98.50 and &lt; 99.50</td><td>10% of monthly BW &amp; Router charges</td></tr><tr><td>&gt;= 97.50 and</td><td>20% of monthly BW &amp;</td></tr></table>	If the uptime of 99.50% is not maintained for any month, the LD will be charged as under:		<b>Uptime (%) Per Month</b>	<b>Liquidated Damages</b>	Committed SLA >=99.5%	Nil	>= 98.50 and < 99.50	10% of monthly BW & Router charges	>= 97.50 and	20% of monthly BW &	We request 10% of BW & router charges should be the capping	No Change  Refer section 7.5.14 for LD Cap.
If the uptime of 99.50% is not maintained for any month, the LD will be charged as under:															
<b>Uptime (%) Per Month</b>	<b>Liquidated Damages</b>														
Committed SLA >=99.5%	Nil														
>= 98.50 and < 99.50	10% of monthly BW & Router charges														
>= 97.50 and	20% of monthly BW &														



S. N.	RfP Page No.	RfP Clause No.	RFP Clause			Bidder's Query/Suggestion/Remarks			Bank's Response
			<98.50	Router charges					
			>= 96.50 and < 97.50	30% of monthly BW & Router charges					
			>= 95.50 and < 96.50	40% of monthly BW & Router charges					
			Below 95.50	50% of monthly BW & Router charges					
40	32	7.5.10	Breach in responding to issues/complaints lodged by the Bank/NI			We request Bank to please amend the clause as below:			No Change
			Technical Severity Level	Expected Response Time	LD for delay in response	Technical Severity Level	Expected Response Time	LD for delay in response	
			Level 1 (High)	15 Minutes	Rs.1,000/- per incident	Level 1 (High)	30 Minutes	Rs.500/- per incident	
			Level 2 (Moderate)	30 Minutes	Rs.500/- per incident	Level 2 (Moderate)	30 Minutes	Rs.500/- per incident	
			Level 3 (Low)	60 Minutes	Rs.250/- per incident	Level 3 (Low)	60 Minutes	Rs.250/- per incident	
41	33	7.7	7.7. Periodic Review & Inspection 7.7.1. Bank will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability/ service reliability/SLA as per the metrics/criteria defined in the RfP. 7.7.2. ISP shall be required to submit the audited annual financial statements along with all Appendix and schedules within 30 days of the same being published.			As Per our standard the Audits are carried out once in a year with prior notification of 30 days to Bidder, at the cost of the Customer. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by TC and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of Customer, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Customer shall, and shall cause its Auditor to, (i) comply with any rules or requirements of Supplier governing access to an audited Supplier Facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Supplier property; and (iii) prevent unnecessary and excessive consumption of Supplier personnel resources. Customer shall also indemnify, defend and hold Supplier harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure.			Revised Clause  7.7. Periodic Review  7.7.1. Bank will conduct periodic review to ascertain performance and financial stability of the ISP.  7.7.2. ISP shall be required to submit the audited annual financial statements along with all Appendix and schedules.
42	34	7.8.6	BERT report - Jitter, latency and packet drop will be measured between ISP cloud and Bank's network measured with BERT or any equivalent report.  During acceptance testing bidder to demonstrate and submit report on various parameters pertaining to SLA such as BW, latency, packet loss, jitter etc. and also link details.			Jitter not applicable for public networks, jitter is derived measure of Latency. Applicable for private networks like MPLS VPN or Point-to-point			Jitter should be < 5ms wherever applicable.
43	36	8.7	Compliance with all applicable laws - The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may			We propose for indemnity below modification to be considered:  With respect to the any indemnity claim set forth in this section, 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 Bidder pursuant to the applicable PO giving rise to the liability;			No Change

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.		
44	36-37	8.8	<p><b>Compliance in obtaining approvals/ permissions/ licenses</b></p> <p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p>	<p>We propose for indemnity below modification to be considered:</p> <p>With respect to the any indemnity claim set forth in this section, 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 Bidder pursuant to the applicable PO giving rise to the liability;</p> <p>Following should be added: " It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions applicable to vendor Services"</p>	<b>No Change</b>
45	37	8.12	<p><b>Change / Modification in Delivery Locations</b> - Bank reserves the right to change/modify locations for supply of the items. In the event of any change/ modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request. The Warranty/ AMC should be applicable to the altered locations also. Refer to scope of work for other details.</p>	Any such change shall be subject to feasibility as well and the same shall be mutually agreed.	<p><b>Revised Clause</b></p> <p>Bank reserves the right to change/ modify locations for delivery of links.</p> <p>In the event of any change/ modification in the locations where the links / hardware items, required for commissioning of the links, are to be delivered, the bidder in such cases shall deliver, install and commission at new locations, <b>subject to feasibility</b>, at no extra cost to the Bank.</p> <p>In case the bidder is not feasible at the new location, the Bank would terminate the contract for the location.</p>
46	37	8.13	<p><b>Right to Alter Quantities</b> - The bank reserves the right to alter the requirement specified in the RfP. The bank also reserves the right to delete one or more items from scope of work specified in the RfP</p>	The said right shall be subject to costs being mutually agreed at the time of alterations	<b>No Change</b>
47	38	8.17.2	In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole	All the remedies for Service failure shall be limited to Service Credits	<b>No Change</b>



S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source		
48	38	8.18	<p><b>8.18 Patent Rights</b></p> <p>8.18.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.</p> <p>8.18.2 The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p>	In the event of a third party claim of intellectual property infringement, TCL may, at its sole option, (i) obtain for SIDBI the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives stated above ) are not available, SIDBI may so notify TC and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this is SIDBI 's sole and exclusive remedy for any intellectual property infringement claims.	<b>No Change</b>
49	38	8.18.1	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.	<p>We propose for indemnity below modification to be considered:</p> <p>With respect to the any indemnity claim set forth in this section including that for intellectual property indemnities or third party claims, 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 Bidder pursuant to the applicable PO giving rise to the liability;</p>	<b>No Change</b>
50	39	8.21	<p><b>Violation of Terms</b></p> <p>The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p>	Bank can seek injunctive remedies apart from other available remedies in the event of violation of terms.	<b>No Change</b>
51	40	8.23	<p><b>IPR Infringement</b></p> <p>As part of this project, bidder / service provider will deliver different software, if</p>	In the event of a third party claim of intellectual property infringement, TCI may, at its sole option, (i) obtain for SIDBI the right to continue using the Services, (ii) modify the	<b>No Change</b>

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.	Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives stated above ) are not available, SIDBI may so notify TC and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this is SIDBI's sole and exclusive remedy for any intellectual property infringement claims.	
52	40	8.23	As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project		
53	40	8.24	8.24.1 The maximum aggregate liability of Service Provider, subject to clause 6.25.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/ Agreement shall not exceed the total Project Cost. 8.24.2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue. 8.24.3. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider	1. There is no clause in RFP with numbering- 6.25.3. Please confirm if the Liability is limited to Total Contract Value  We suggest that Bidder maximum liability including any clauses must be limited to 12 month charges collected by Bidder under any PO.  We recommend the exception clause to be deleted as these are to high indemnity demanded, a liability should be restricted to certain amount which we propose to 12 month charges as a limitation for all the events under (1) to (4)  With respect to the any indemnity claim under this section, 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 Bidder pursuant to the applicable PO giving rise to the liability;	<ul style="list-style-type: none"> <li>• The clause 6.25.3 to be read as <b>8.24.3</b> of RfP.</li> <li>• Other sub-clauses in the clause 8.24 remain unchanged.</li> </ul>
54	40	8.24.1	Limitation of liability The maximum aggregate liability of Service Provider, subject to clause 6.25.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.	To cap the liability to 12 months of fee payable	<b>No Change</b>
55	40	8.24.3	The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, c) damage(s) occasioned by Service	To cap the liability to 12 months of fee payable	<b>No Change</b>

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.		
56	41	8.26	<p><b>8.26 Right to Visit</b></p> <p>8.26.1 All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.</p> <p>8.26.2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.</p> <p>8.26.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.</p>	Per our standard the Audits are carried out once in a year with prior notification of 30 days to Bidder, at the cost of the Customer. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by TC and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of Customer, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Customer shall, and shall cause its Auditor to, (i) comply with any rules or requirements of Supplier governing access to an audited Supplier Facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Supplier property; and (iii) prevent unnecessary and excessive consumption of Supplier personnel resources. Customer shall also indemnify, defend and hold Supplier harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure.	No Change
57	41	8.27	<p><b>8.27 Right to Audit</b></p> <p>8.27.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.</p>	Per our standard the Audits are carried out once in a year with prior notification of 30 days to Bidder, at the cost of the Customer. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by TC and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of Customer, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Customer shall, and shall cause its Auditor to, (i) comply with any rules or requirements of Supplier governing access to an audited Supplier Facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Supplier property; and (iii) prevent unnecessary and excessive consumption of Supplier personnel resources. Customer shall also indemnify, defend and hold Supplier harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure.	No Change

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			<p>8.27.2. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>8.27.3. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).</p>		
58	42	8.31	Indemnity	<p><b>Additional clause by TC:</b> 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. SIDBI shall also indemnify, defend and hold TC harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to SIDBI's or its End Users' use of the Services; and/or (ii) claims arising from Customer's breach of its representations and warranties.</p>	No Change
59	42	8.31	<p>8.31.1 The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ol style="list-style-type: none"> <li>1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or</li> <li>2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or</li> <li>3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or</li> <li>4. Breach of any of the term of this RfP document and/or of the agreement to be</li> </ol>	With respect to the any indemnity claim under this section, 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 Bidder pursuant to the applicable PO giving rise to the liability;	No Change

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			<p>entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or</p> <p>5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or</p> <p>7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or</p> <p>8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder</p> <p>8.31.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:</p> <p>1. Notifies the Bidder in writing; and</p> <p>2. Cooperate with the bidder in the defense and settlement of the claims.</p> <p>8.31.3. The Bidder shall not be liable for defects or non-conformance resulting from:</p> <p>1 Software, hardware, interfacing not approved by Bidder; or</p> <p>2 Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications;</p> <p>3 Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;</p> <p>4 Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.</p>		
60	43	8.33	Resolution of Disputes (in case of successful bidder only)	We should go for courts at Mumbai	Refer section 8.33.5
61	50 & 51	10.1	Annexure –I: Undertaking from Bidder	Tata Communications Limited ( TC) has provided the relevant standard Master Services Agreement and standard Service Schedule for the concerned Service as a part of our RFP Response. SIDBI is hereby requested to peruse through those additional documents that will apply to our delivery of the services. TC will be open to negotiate a blend of the RFP terms and our standard contracts for the actual delivery of services if TC is successful in this RFP. This should not be treated as imposing our terms and conditions.	<b>No Change</b>
62	53	10.2(C). 3	The Bidder must have an average turnover of minimum Rs. 15 crore during last 03 (three) financial years year(s) i.e., FY2020-21, FY2020-19 and FY2019-18.	As we are MSME and Startup company can we get exemption in Turn Over criteria and experience Criteria?	<b>Revised Clause</b>  The Bidder must have an average turnover of minimum

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
					Rs. 15 crore during last 03 (three) financial years i.e., FY2020-21, FY2020-19 and FY2019-18.  <b>Note</b> - In case of MSEs & Startup's, the average turnover should be minimum Rs.5 crore during the last 03 financial years i.e., FY2020-21, FY2020-19 and FY2019-18.
63	53	10.2(C). 4	The Bidder should be profitable organization on the basis of operating profit / EBITA for at least 02 (two) out of last 03 (three) financial years.	As we are MSME and Startup company can we get exemption in Turn Over criteria and experience Criteria?	<b>Revised Clause</b>  The Bidder should be profitable organization on the basis of operating profit / EBITA for at least 02 (two) out of last 03 (three) financial years.  <b>Note</b> - In case of Startup's and MSEs, the Bidder should be profitable organization on the basis of operating profit / EBITA for at least 01 (one) out of last 03 (three) financial years.
64	54	10.2(C). 5	Bidder should have experience of minimum 5 years in providing Internet Services.	As we are MSME and Startup company can we get exemption in Turn Over criteria and experience Criteria?	<b>Revised clause</b>  Bidder should have experience of minimum 5 years in providing Internet Services.  <b>Note-</b> In case of startup's and MSEs, the experience should be minimum 3 years in providing Internet services.
65	54	10.2(C). 6	The bidder should have successfully commissioned and maintained a minimum of one <u>Internet Link of 512 Mbps with DDoS scrubbing facility</u> during last 3 years (ending March 31, 2022) to at least one Schedule commercial bank/ PSUs/ Central / State Govt. Organization / All India Financial Institutions / NPCI within India.	As we are MSME and Startup company can we get exemption in Turn Over criteria and experience Criteria?	<b>Revised Clause</b>  The bidder should have successfully commissioned and maintained a minimum of one <u>Internet Link of 512 Mbps with DDoS scrubbing facility</u> during last 3 years (ending March 31, 2022) to at least one Schedule commercial bank/ PSUs/ Central / State Govt. Organization / All India Financial Institutions / NPCI within India.



S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
					<p><b>Note</b> – In case of Startup's and MSEs bidders, should have successfully commissioned and maintained a minimum of one <u>Internet Link of 256Mbps with DDoS scrubbing facility</u> during last 3 years (ending March 31, 2022) to at least one Schedule commercial bank/ PSUs/ Central / State Govt. Organization / All India Financial Institutions / NPCI within India.</p>
66	57	10.3.7	Bank should be able to deploy QoS at its discretion for data, video, audio etc. ILL ISP must not enforce it on the Bank.	Quality of Service is not applicable for public internet services. It is based upon <b>Best effort basis</b> . Needs to be expunged from the RFP	Clause Removed
67	94	10.6	Annexure -VI : Non-Disclosure Agreement	<p>1. This clause will have exceptions as follows: . The following will not constitute "Confidential Information" for purposes of this Agreement:</p> <ul style="list-style-type: none"> <li>(i) information that was known by Receiving Party prior to the disclosure thereof under this Agreement;</li> <li>(ii) information that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the Receiving Party;</li> <li>(iii) information that is independently developed by the Receiving Party without reference to the Confidential Information; or</li> </ul> <p>2. information that is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Affiliates, provided that such source has represented to the Receiving Party that it is not bound by any with such Party; a Person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than fifty percent (50%) of its voting rights, income or capital obligation of confidentiality in relation thereto. The burden of proving these exceptions shall rest with the Party seeking to benefit from such exceptions.</p> <p>2. Further following requirement shall be excluded from Confidentiality perspective:</p> <p><b>COMPELLED DISCLOSURE.</b> If the Receiving Party or any of its directors, officers, employees or advisors becomes</p>	<b>Agreed</b>

S. N.	RfP Page No.	RfP Clause No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
				<p>legally compelled to disclose any of the Confidential Information furnished by the Disclosing Party, then (unless it is prohibited by law from doing so) it shall provide the Disclosing Party with prompt prior written notice of such requirements so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver may not be unreasonably withheld. If such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, then the Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.</p> <p>3. There is no fixed term specified in the agreement hence we propose a fixed term of 3 years for the NDA and additional 5 years confidentiality period from the date of expiry of the NDA should be made.</p>	
68	65	10.7	Annexure -VII : EMD/Bid Security Format	Clause seem to be arbitrary. Bidder should have right to register the reason for delay.	<b>No Change</b>
69	72	10.9	<p>Annexure – IX : Pre-Contract Integrity Pact:</p> <p>6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.</p>	Bidder should have right to claim innocence and any action cannot be one sided and arbitrary	<b>No Change</b>
70	NA	NA	Additional clause proposed by bidder	The solution should protect against all kind of zero-day & known DDOS attacks with behavioral based detection and protection with real-time signature creation capabilities.	<b>No Change</b>
71	NA	NA	Additional clause proposed by bidder	The solution protection should always be available and should not be activated after a certain limit is reached.	<b>No Change</b>
72	NA	NA	Additional clause proposed by bidder	The solution should provide the backups of protection policies configured in order to ensure that SIDBI has an overview on the optimal configuration	<b>No Change</b>

**Note - All other terms and conditions of RfP remain unchanged.**

\*\*\*\*\*