



Request for Proposal for Procurement of IP MPLS VPN Links

Tender No.: 400/2019/1416/BYO/ITV Dated December 17, 2018

Pre-bid Meeting Date: December 24, 2018

PRE-BID CLARIFICATIONS

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1	8	3.1.1	Purpose of RfP	The purpose of RfP is to shortlist single service provider for providing IP MPLS VPN connectivity at 14 locations/offices of the Bank for redundancy along with aggregation link at DC and DR and NNI integration links at DC and DR.	<ol style="list-style-type: none"> 1. Bank wants dual LM with different PoP on DC, DR. 2. Bank wants single LM at all other locations. 3. Bank want L2 P2P connectivity between DC and DR. Please confirm. 	<ol style="list-style-type: none"> 1. DC/DR - The bidder to provide dual last mile, with one last mile from alternate service provider. Further, the last miles to be connected to different PoPs of the bidder. 2. Other locations, including links for NNI integration – the last mile should be single. 3. There is NO requirement of any P2P link in the current RfP.
2	10	4.2.2	Current Setup	Bank is in the process of implementing SD-WAN based MPLS VPN at all its locations for which vendor is shortlisted and implementation is in progress.	Is SD WAN part of this RFP. Does bank require on premise or cloud based controller for SD WAN. Need more clarifications on SD WAN.	No The RfP is for providing IP MPLS VPN links only.
3	10	4.2.5	Current Setup	IPv4 address schema is used in the complete network and private IP address assigned are static, with each location having separate IP subnet. However, the bank would be migrating to dual stack i.e., IPv4 and IPv6 during	Does bank require new IP address? Public/private? Will bank provide new IPv4 address? Need more clarity	Clarification The IP address schema will be discussed with the shortlisted bidder along with the banks existing service provider during design phase.

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				the period of contract.		There is no requirement of public IPs.
4	10	4.2.6	Current Setup	Cyber -Security Operating Center (C-SOC) - Bank is also in the process of setting up Cyber SOC and deployment various security measures/solutions during the period of this contract	Is CSOC part of this RFP? What is scope of CSOC	No
5	11	5.1.1(1.a)	Introduction	The last mile to be provided at DC and DR should be on FIBER with redundancy.	Is it ok to provide wireless LM	<p>No</p> <p>The last mile at DC and DR should invariably be on fiber with ethernet handoff.</p> <p>Banks DC is currently hosted at CtrlS DC, Mahape, Mumbai and it is in the process of colocation of DR site to Nxtra DC, SIPCOT, Chennai. The delivery of links should be at the above Datacenters.</p> <p>The bidders should ensure that, there MUX is present in CtrlS DC, Mahape, Mumbai and Nxtra DC, SIPCOT, Chennai.</p> <p>The bank will provide the cross connects at its respective DCs.</p>
6	11	5.1.1(1.c)	Last Mile – DC and DR Site	The primary and backup should be in active/passive mode and switching in case of failure of any link should be automatic (without manual intervention).	Bank will configure active passive on CPE as CPE will be provided by bank. Please confirm	<p>Yes</p> <p>However, the shortlisted bidder has to work with the banks existing service provider for designing the network as per SoW defined in the current RfP.</p>

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7	11	5.1.1 (3)	SoW - Last Mile	In case of last mile on wired media (fiber/copper), no aerial pulling of cable is permissible from bidders PoP to the location of the Bank. Only terrestrial digged fiber is to be laid end-to-end.	Airtel requests to remove "no aerial pulling of cable is permissible from bidders pop to location of bank" as this depends on last mile feasibility of location	As per RfP
8	11	5.1.1(4)	SoW - Last Mile	The last mile at all locations should be scalable to support higher bandwidth during the period of contract.	Airtel wants to know the anticipated increase in bandwidth during 5 years of contract	Clarification The approximate increase in bandwidth at the locations during the period of contract would be approximately 5 times the proposed bandwidth at the locations. For DC and DR, the maximum capacity would be aggregation of the bandwidth at all the locations during the period of contract.
9	11	5.1.1(5)	SoW- Last Mile	The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly on SD-WAN CPE equipment.	Please confirm if bank wants fiber handoff or copper handoff for DC/DR	Clarification. The CPE installed in all the locations would be of Advantech make with Versa SD-WAN software. The CPE would be provided with ethernet interfaces. The hand-off at all locations including DC/DR would be on Ethernet.
10					Kindly share SD Wan CPE equipment details	
11	11	5.1.1 (7)	SoW - Last Mile	The service provider should run industry standard QoS/ CoS and Traffic Engineering services in the MPLS backbone and the service provider should configure QoS/ CoS as per Bank's requirement in their network.	Airtel wants to know specific COS that bank wants for this network setup. Please note that airtel provides 4 COS model.	Clarification. The COS required by the bank would be for real-time traffic, business critical applications and non-critical applications.

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						Hence, the bidder should provide at least three COS as mentioned above.
12	11	5.1.1(9)	SoW-Last Mile	The link of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the Bank should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud.	Airtel requests to remove this clause as any service provider will have different VRF for internet / MPLS. VRF will ensure that internet and MPLS traffic are separated	As per RfP
13	11	5.1.1(10)	SoW-Last Mile	The service provider should ensure that major security features against attacks as mentioned below are implemented in their network: a) Protection against all kinds of attacks. b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.	Need more clarity on what kind of solution is bank looking for this security clause	Clarification The bidder should ensure that its network is protected from all kinds of attacks as mentioned in the clause. The bank is not looking at any security solution to be deployed at its end. Declaration in this regard to be submitted duly signed by authorised signatory.
14	12	5.1.1(12)	SoW-Last Mile	Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.	Is bank looking for any specific make model of hardware?	No The bidder should ensure that, the hardware used for delivery of link should adhere to Gol safety norms with proper earthing of outdoor equipments, if any proposed.
15	12	5.1.1(13)	SoW	In order to deliver more links on wire	Please clarify SIFY is your existing SP for	Clarification

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				media, the bidder can avail third party network infrastructure at last mile network, which should not be of Sify. However, the ownership, SLA maintenance, data security & confidentiality of the network links have to be ensured by the bidder. The total responsibility of Liaising, commissioning, maintaining the link including all the commercials involved should be taken care by the bidder.	SD WAN services. As SIFY is not having its own wired last mile capability then wired last mile will be common at some location if we use third party infrastructure.	The bidder can use third party infrastructure, but uptime of locations to meet the SLA should be ensured. Further, if the last mile delivered by Sify and proposed by bidder is common, the bidder should as far as possible extend the last mile from different PoP.
16	12	5.1.1(15)	Last Mile	A separate IPSEC VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Further, there should not be any dependency on the service provider if Bank decides to implement other VPN variants like GETVPN, DMVPN or any other such technology.	Airtel wants to know as to why bank requires separate IPSEC VPN. VRF will ensure security of banks IP packets in any service providers backbone	As per RfP.
17	12	5.1.4	SoW	Replace/ repair faulty/ damaged equipment at Bidder's own cost	Airtel is not liable for external damages. These have to be handled case-by-case basis depending upon the reason for damage caused.	As per RfP.
18	13	5.1.8	SoW	The MTU (maximum transmission unit) size should be 1500 bytes.	Airtel wants to know that how has bank arrived at 1500 bytes of MTU as bank also requires IPSEC.	As per RfP.
19	13	5.1.10.	SoW	All the equipments supplied by the Service Provider to provide connectivity should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or	Please specify equipment specifications.	Clarification This are the equipments supplied by the bidder against the current RfP for providing the connectivity.

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				malware built into it and capable of tracking voice/video and data traffic from a location outside the country.		
20	13	5.1.11	SoW	The Bidder will be solely responsible for all Liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc., for submitting applications/ papers seeking all necessary approvals to meet project requirements/ submission of payments etc., during project planning, execution, and tenure of contract.	Anything where Bank has to initiate such process their Bidder should not be hold accountable for any error or omission.	Clarification Wherever it is required for the bank to initiate the process, the bidder has to intimate the bank and assist in submission of necessary information to the appropriate authorities.
21	13	5.1.12	SoW	In case of termination of contract for single location or all the locations, the bidder should dismantle and remove all the hardware deployed at the location, at no additional cost to the Bank.	Kindly provide one month notice period for termination of contract for any location.	Please refer to Section 10.6 (Termination) of the RfP.
22					The dismantling changes have to be borne by the customer	As per RfP.
23	13	5.1.13	SoW	The bidder should note that the proposed links would be configured active along with existing MPLS VPN links from existing service provider.	Airtel wants more clarity on this and bank has previously stated that dual LM are required on DC/DR	Clarification. The bidder has to provide dual last mile on fiber at DC and DR, which would be terminated on separate CPE provided by the bank. The links provided by the bidder against current RfP, would be configured in active/passive mode.
24	13	5.2.1	Network designing and Integration	The bank has shortlisted service provider for implementing SD-WAN based MPLS VPN at all its locations/ offices and implementation is in progress. As part of contract the SD-WAN service provider would be providing the required CPE along with	Required configuration specification of SD-WAN and WAN port details of SD WAN equipments	The CPE that would be installed at all the locations would be of Advantech make with Versa SD-WAN software. The CPE are provided with ethernet interfaces.
25					Airtel understand that scope of service	Please refer to Scope of Work

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				software. The proposed links would be terminating on the CPE.	provide is to provide MPLS last miles upto requested locations of bank	of the RfP.
26	14	5.3.3	Site Preparation and Installation	During installation, if any damage is done to the Bank / 3rd party property during execution of work or subsequently, the bidder has to replace/ make good the damaged property at its own cost and pay compensation, if any	Airtel is not liable for external damages. These have to be handled case-by-case basis depending upon the reason for damage caused,	As per RfP.
27	14	5.4.1.	Up-gradation / Down-gradation	During the period of contract, Bank may upgrade / downgrade bandwidth of any location from the initial contracted value to higher/ lower value.	Required 4-6 week time line for any upgrade and downgrade bandwidth.	As per RfP. Please refer to Section 10.5.1(S.N.4), Page No.35 of RfP.
28	14	5.4.3.	Up-gradation / Down-gradation	The up-gradation of bandwidth for DC and DR implies for both the links i.e. Primary and backup	Required 2 to 3 month time for upgrade DC and DR both primary and backup link.	As per RfP.
29	14	5.5.5.1	Annexing of new location	In case last mile on WIRELESS last mile: The maximum height of pole should not be MORE THAN 6M above the roof top, which will be at the bidder's cost.	As your existing SD WAN connectivity is on wired link only, suggesting opting wireless connectivity for 10 and below MPLS port required at any location.	As per RfP. The clause is for annexing of any new location during the period of contract. However, in current RfP: <ul style="list-style-type: none"> • At 14 locations (excluding DC, DR and NNI links, which should be wired only) the last mile should be on wired media only. • Deviation upto 25% of the total 12 locations (Pune and Guwahati excluded) will be accepted but should satisfy other requirements of the clause. At Pune and Guwahati, it should be

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						<p>invariably wired media.</p> <ul style="list-style-type: none"> The last mile should be upgradable to support higher bandwidth during the period of contract, as per scalability required by the bank.
30	14	5.5.5.3	Annexing of new location	The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices. The bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for Banks network.	Kindly allow for unrestricted bandwidth as well.	<p>Change</p> <p>Bidder to provide secured connectivity and ensure that the confidentiality of the data is maintained. Further, the bidder to ensure no interference issues and SLAs of the locations are met throughout the contract period.</p> <p>In case of any interference issues, security breaches etc., the bidder has to migrate the location to wired connectivity within 3 months from intimation at no additional cost to the bank.</p>
31 32	15	5.6.1	Shifting of locations.	<p>Bank at any time during the period of contract due to business requirements may shift the:</p> <ol style="list-style-type: none"> Premises of any of its locations. Co-locate DC and DR to third party service provider's locations or alternate location of the Bank 	Please note that there will be additional commercial for new locations.	No additional cost other than what is contracted would be paid to the bidder.
33	15	5.6.2 (3)	Shifting of locations.	The service provider shall de-commission the old link and remove all the equipment from the premises on the day of shifting to new premises. Non-	The dismantling changes have to be borne by the customer.	As per RfP.

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				removal of equipment from old premises would attract LD.		
34	15	5.6.2(4)	Shifting of Premises (other than DC and DR)	In case the service provider is not feasible at the new location, Bank will terminate the contract for the link by issuing ONE month notice	In case there has been some capex incurred to connect the initial location on fiber/copper, the same shall be recovered from the customer	As per RfP.
35	16	5.7.1	Preventive Maintenance	The service provider has to carry out periodic preventive maintenance including inspection, testing, satisfactory execution of all diagnostics, earthing testing, updation / up-gradation of patches / firmware etc., in addition to normal maintenance required.	Please note that this will be in scope of bank as airtel is not providing CPE.	As per RfP. The PM is for the equipment supplied by the bidder for extending connectivity. Further, the bidder has to periodically check the hygiene of the site. Refer RfP, SoW.
36	16	5.8.1	Audit Observations and Compliance	Bank is subjected to various audits [internal / statutory / RBI /ISO etc.]. The selected service provider must take same into consideration while delivering the desired services. Further in the event of any observation by any of the audits regarding security, the same will be intimated to the bidder. The bidder will be required to undertake compliance of the same in consultation with the Bank.	Bidder requests bank to specify the exact nature of the audit. Bidder cannot permit any one to audit bidder's network or network equipment as it is a shared facility with other customers. Further vendor proposes that any audit be conducted after providing not less than 30 days' prior notice to vendor and the audit be made subject to the auditors entering into a confidentiality agreement with bidder. The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance. "Remote Hands Fee(s)" shall mean bidder's standard rates for any facility under audit and are intended to compensate bidder's costs for providing bank access to bidder's	As per RfP.

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					facilities and personnel during the audit	
37	18	6.1(3)	Minimum Eligibility	Copies of the purchase order issued by the institutions	Bidder would submit self declaration showing implementation of services for at least last 5 years.	As per RfP.
38	18	6.1(4)	Minimum Eligibility	The bidder must possess following certification: a) TL 9000 and b) ISO 27001	We would like relaxation and consideration. Vodafone Idea Ltd is a new company, we can share our old Vodafone the same, both Idea cellular ltd. and Vodafone Mobile services Ltd. had ISO and TL certification in erstwhile capacity. We have already applied for same under VIL and will share the same once received.	Clarification. The bidder can share its existing certificates and as and when the new certificate is obtained, the same can be shared.
39					BSNL request to relax the clause. In this respect, kindly refer point no. 3 (iii) of the CVC guideline Letter No. 12-02-1-CTE-6 dtd 17-12-2002 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 criterion and makes the bid restrictive.	CPSUs are exempted from the clause. However, CPSUs should ensure that, the services are rendered as per Information Security best practices. <i>A self declaration indicating that, the services would be delivered as per Information security best practices has to be submitted by CPSU bidders signed by authorised signatory.</i>
40	19	6.1(15)	Minimum Eligibility	The bidder should have positive Networth during last two FYs (2016-17 and 2017-18)	Request to relax the clause. In this respect, kindly refer point no. 3 (iii) of the CVC guideline Letter No. 12-02-1-CTE-6 dtd 17-12-2002 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 criterion and makes the bid	Change CPSUs are exempted from the clause.

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					restrictive.	
41	19	6.1(16)	Minimum Eligibility	The bidder should have cash profit (i.e., no cash loss) in 2 years out of last 3years (FY 2016, 2017, 2018).	Request to relax the clause. In this respect, kindly refer point no. 3 (iii) of the CVC guideline Letter No. 12-02-1-CTE-6 dtd 17-12-2002 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 criterion and makes the bid restrictive.	Change CPSUs are exempted from the clause.
42	19	6.1(19)	Minimum Eligibility	The bidder should have a clear Disaster Recovery and Business Continuity Plan in place for support services	Request to share the requisite format in which the DR/BCP to be submitted	The bidder to submit the details in their own format duly signed by authorised signatory.
43	19	6.1(21)	Minimum Eligibility	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.	Bidder would submit self declaration that it has not been blacklisted by any other government agencies.	Please refer to Annexure -VI of RfP for the format.
44	31	9.1(6)	SLA	MPLS SLA uptime to be maintained at 99.5%	Uptime is subject to lastmile connectivity proposed. Airtel Standard - Fiber: 99.5%, Copper: 99.0%, RF: 98.5%	As per RfP.
45	34	10.3.1	Terms of Payment	The Service Provider will be paid in quarterly equal installments (including resource cost) after the end of the quarter. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of commissioning of location to the end of that quarter.	Please amend the payment structure and make it monthly in advance.	As per RfP.
46	34	10.3.8	Terms of Payment	One time charges – will be paid after completion of implementation at all the locations.	Request for billing (including one time charges) to be site wise	As per RfP.

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47	34	10.3.13.	Terms of Payment	The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	<p>Instead of withholding of Bidders payments by Bank, we request Bank to incorporate following clause:</p> <p>In the event Bank disputes in good faith any portion of Bidder's invoice, Bank must pay the undisputed portion of the invoice and submit a written claim for the disputed amount, together with all information relevant to the dispute, including the reason for the dispute. All disputes must be submitted to the Bidder within forty-five (45) days of receipt of the first invoice for the applicable charges. Bank acknowledges that it is reasonable for the Bidder to require Bank to dispute charges within that time, and Bank therefore waives the right to dispute any charges not disputed within the time frame set forth above.</p>	As per RfP.
48	36	10.6	Special Terms and Conditions	Termination	What would be the defect cure period notice available to the Bidder to cure breach if any committed during delivery of services.	As per RfP. There will not be any additional defect cure period.
49	35	10.5.1	LD - MPLS Link – Shortfall in achieving uptime.	<p>1% of monthly link charges for every 0.1% or part thereof shortfall in uptime, subject to a maximum of 10% of the quarterly charges towards the service for the location.</p> <p>b) In case aggregation link is down, LD as specified above would be calculated for all the locations, including aggregation points.</p>	As per Airtel's standard, it should be 0.1% for every 1% drop in committed uptime capped at maximum 5% of quarterly payment. Subject to the link under consideration only	As per RfP.
50	35	10.5.1(3)	Liquidity Damages	MPLS Link – Shortfall in achieving uptime.	Request to change it to following:	As per RfP.

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				1% of monthly link charges for every 0.1% or part thereof shortfall in uptime, subject to a maximum of 10% of the quarterly charges towards the service for the location.	1% of monthly link charges for every 0.1% or part thereof shortfall in uptime, subject to a maximum of 10% of the monthly charges towards the service for the location.	
51	37	10.6.1(3)	Termination for the convenience of bank	The bank may, at any point during the currency of this contract may terminate the contract by giving 30 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Request to delete this.	As per RfP.
52		TCL request to delete/amend this clause since we are already adhering to termination for cause				
53	39	10.8	Re-Negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract during the end of third year with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The revised price and terms will be applicable from fourth year till the end of contract, including extension period, if any.	Benchmarking of prices is not acceptable. Bidder request to omit such process since the prices have been well negotiated between the parties and will continue to remain firm during the terms of the Contract keeping in view the current market situation.	As per RfP.
54	39	11.2.2	Use of Contract Documents and Information	The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.	Bidder request the Bank to allow Bidder to disclose such information to its affiliates.	Change The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other

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						party (except its affiliates, who are involved in extending connectivity to the bank) without the prior written approval of the Bank. Further, it would be the sole responsibility of the bidder to ensure confidentiality.
55	41	11.7	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 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.	Bidder could not take the responsibility to notify Bank regarding the laws which could be applicable on the Bank while using the services. Bank has to conduct due diligence in order to find out the laws that are applicable on Bank while use of services or for conducting its business.	As per RfP.
56	43	11.13	Right to Alter Quantities	The bank reserves the right to: 1. Alter the requirement (increase / decrease) specified in the RfP. 2. Delete one or more items from scope of work specified in the RfP.	Please specify the percentile of such change.	The change (decrease) will not be more than 25% of the RfP requirement.
57	43	11.17 (2)	Business Continuity	In the event of failure of the bidder to render the service, without prejudice to	The charges towards cost for replacement services is not acceptable to the Bidder.	As per RfP.

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				any other right the Bank shall have as per this agreement, the bank at its sole 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.	Bank in the bid document has charged penalties or liquidated damages from Bidder on account of its failure to deliver the services on time and that amount is sufficient for Bank to recover its losses or damages that have accrued due to Bidders failure to deliver the specific services to Bank. Bidder HERE could not take any such additional obligation of liability to compensate Bank for any differential value for services hired by Bank from alternate service provider	
58	43	11.18.1	Patent Rights	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.	We request the Bank that Bank should not commit itself to pay any amount claimed by third parties on account for any IPR infringement claims and should discuss and provide rights to the Bidder to handle or manage such third party claims. Any settlement amount paid by the Bank on any such account does not hold Bidder liable to compensate the Bank. The overall liability of Bidder for third party IPR infringement claims shall remain limited to the most recent 12 months of the charges collected by the Bidder under the affected order.	As per RfP.
59	46	11.24	IPR Infringement	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	Bidder request SIDBI that the Bidder's liability for infringement of intellectual property rights (IPR) should be limited. As for the deliverables created by Bidder, Bidders indemnity should be capped to the immediately preceding 12 months of charges collected by Bidder under the	As per RfP.

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				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.	order in which the liability has arisen.	
60	46	11.25	11.25	Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision (Clause 11.25 and / or clause 11.33), in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the total contract value.	The exceptions mentioned herein would result into claim of indirect or consequential damages for claims related to IPR or for general indemnity. This is not acceptable. Bidder request to cap its overall liability to the aggregate of 12 month of the charges, with exclusion of indirect or consequential damages, collected by Bidder under the order in which such liability has arisen.	As per RfP.
61	47	11.33	Indemnity	indemnity	Indemnity claimed by Bank is very broad. Bidder would like to propose the following for consideration of Bank: Bidder shall indemnify and keep indemnified Bank from third party claims arising from damage to tangible property, loss of life or personal injury caused due to Bidder's gross	As per RfP.

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					negligence or willful misconduct.	
62	70	12.4	Annexure IV	Commercial Bid	Kindly clarify whether cost can be quoted as NIL for any of the items in the commercial bid	No. All line items cost to be quoted.
63	73	12.5	Annexure -V	Power of Attorney	Copy of board resolution is already available, whether it can be accepted in place of the format submitted at page number 73 of the RFP.	In case of CPSUs, certified copy of board resolution authorizing the signatories of the bid to respond to the RFP must be submitted along with the bid.
64	78	12.9	Annexure IX	Pre Contract Integrity Pact	Signing authority for the Pact may be allowed as per companies board resolution instead of CEO.	In case of CPSUs, Pre-contract Integrity pact can be submitted signed by authorised signatory as per its board resolution.
65	82	12.9(7)	Pre-contract Integrity Pact	The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Benchmarking of prices is not acceptable. Bidder request to omit such process since the prices have been well negotiated between the parties and will continue to remain firm during the terms of the Contract keeping in view the current market situation.	As per RfP.
66	5 & 22	1(8) & 7.7.1	EMD	Earnest Money Deposit (EMD)	Generally, all Central / State Government organisations and PSUs are exempted	CPSUs are exempted from EMD and tender form cost.

S.N.	Page No.	Section	Category	RfP Clause	Bidder Query	SIDBI Response
				All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “ Critical Information ” Section of RfP.	from submitting tender fees and EMD. The same may be made applicable in this RFP for BSNL being 100% Government of India owned entity.	
67	22	7.6	Tender Form Cost.	Non-refundable Bid Price of value as specified in “Critical Information Section” by way of Banker’s Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring ‘Small Industries Development Bank of India’, payable at Mumbai must be submitted separately along with RFP response.		
68	5	1(3)	Critical Information	Last date for submission of bids – January 08, 2018;1530hours.		

NOTE:

1. **ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**
2. **QUERIES ADDRESS AS PART OF PREBID CLARIFICATIONS WILL NOT BE ENTERTAINED FURTHER.**
3. **BIDDERS TO ENSURE THAT PRE-CONTRACT INTEGRITY PACT IS SIGNED BY CEO (EXCEPT CPSUs) WITH WITNESS.**
