



Tender No. and Date	400/2018/1265/BYO/ITV Dated July 27, 2017
Purpose	Request for Proposal for Procurement of Next Generation Enterprise Firewall
Date of Pre-bid Meeting	August 08, 2017, 11:30am

**PRE-BID MEETING – QUERIES AND CLARIFICATIONS**

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	SIDBI Response
1	5	1.3	Last date for submission of bids	Request SIDBI to extend last date for bid submission till August 31, 2017	<b>No Change</b>
2	16	6.1.1. (8)	The Bidder should have supplied and maintained firewall from the same OEM in at least two customers in BFSI sector in India during the last 3 years.	The Bidder should have supplied and maintained firewall from the same OEM in at least two customers in BFSI/ Government sector in India during the last 3 years.	<b>Change</b> <u>The clause to be read as:</u> “The bidder should have supplied and maintained firewall from the same OEM in at least two customers in BFSI / Government/ PSU sector in India during last 3 years”.  <u>Proof of same to be attached by way of:</u> 1. Purchase order OR 2. Work Order for the given reference site.
3				In Last 3 Years we have supplied OEM firewall to two customers but not in BFSI sector. We seek deviation of only removing the BFSI term from the point mentioned on the left.	
4				The Bidder should have supplied and maintained firewall in at least One (1) customer in BFSI sector in India during the last 3 years.	
5				The Bidder or proposed OEM should have supplied and maintained firewall from the same OEM in at least two customers in BFSI sector in India during the last 3years.	
6				Request for Bidder / OEM should produced customer PO or any two enterprise class customer PO by bidder	
7				The Bidder should have supplied and maintained firewall from the same OEM	

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8				in at least two customers in BFSI sector in India during the last 5 years The Bidder should have supplied and maintained firewall from the same OEM in at least two customer in PVT/ PSU/ GOV sector in India during the last 3 years"	
9	16	6.1.1.(2)	The Bidder should be engaged in the business of IT security services / business (i.e. in the area of implementation of Firewalls /UTM/ IPS) in India for at least three (3) years as on the date of this tender. Copy of purchase order/work order showing implementation since last three years.  <i>Copy of purchase order/work order showing implementation since last three years</i>	Please amend this to include company letter declaration, customer signed NDA will restrict us to share purchase orders/ work orders on implemented orders	<b><u>Change</u></b> The documents to be submitted as proof should be:  a) Copy of purchase order OR work order showing implementation since last three years OR  b) Declaration by the bidder on their letter head duly signed by authorized signatory with complete details of the customers and items supplied.
10	17	6.1.1.(11)	The bidder MUST HAVE SUPPORT CENTER at Chennai with trained engineers on firewall technologies	We don't have any support center at Chennai but we do have associations with the local vendors of Chennai who can do the implementation and provide support to our customers over there. Also we believe support for the mentioned firewall are to be primarily given by the OEM which limits our role of having a support center at Chennai.	<b><u>No Change</u></b>
11	53	11.3.1.B(1)	Firewall should provide at-least 50 Gbps throughput of UDP1518 byte packets	Does SIDBI going to have only UDP packets of 1518 bytes in network? SIDBI should look at throughput required for layer 7 and full threat prevention throughput with http transactions as it would a real traffic. What is the actual real world traffic that needs to be inspected?	<b><u>Clause Deleted</u></b>
12	53	11.3.1.B(2)	The Firewall should provide at-least 10 Gbps VPN throughput.		<b><u>Clause Deleted</u></b>

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13	53	11.3.1.B(3)	Firewall throughput must be at-least 6 Gbps or higher when multiple key security features enabled including IPS, malware protection, bot protection, antivirus, application control, VPN, URL filtering etc.	When the ask is for NGFW that means VPN will be running on top of Firewall, AVC, IPS, URL & Anti-Malware etc, so this number can never be higher than the asked throughput number with all feature turned on	<b>Change</b> <u>The clause to be read as:</u> “The threat prevention throughput of the solution should be at-least 6GBPS or higher with all security features viz., IPS, Antivirus, Antimalware, Anti-bot, Application Control, URL Filtering etc enabled”.
14	53	11.3.1.B(5)	The Firewall must support at-least 1,80,000 new connections per second with all Layer7 / application layers features turned on.	The Firewall must support at-least 1,50,000 new connections per second.	<b>Change</b> <u>The clause to be read as:</u> The firewall must support at-least 1,50,000 new connections per second.
15	53	11.3.1.C(3)	The firewall appliance should have physical memory of 16GB RAM and scalable to 32GB using additional memory slot in same hardware.	This can be vendor specific. Instead of this, SIDBI can consider the desired performance required with underlying hardware specs	<b>No Change</b>
16	55	11.3.1.D(13)	It should support BGP, OSPF, RIPv1 &2, Multicast Tunnels, DVMRP protocols.	DVMRP is old protocol with lot of challenges. Kindly consider PIM and IGMP	<b>Change.</b> <u>The clause to be read as:</u> “It should support BGP, OSPF, RIPv2, Multicast support. PIM, IGMP, PBR.”
17	60	11.3.1.I(10)	Application Control Library should have more than 3000+ application signature and 200,000 Social Networking Widgets	Clause change request- The proposed solution shall support network traffic classification which identifies applications across all ports irrespective of port/protocol/evasive tactic without any additional licensing policy. The Firewall must support application identification natively, without requiring any license/ subscription/ blade. Customer must not require to buy any license for application visibility and the must operate at Layer 7 natively.	<b>No Change</b>

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18	N/a	N/a	<b>Suggestions</b> We recommend SIDBI to consider these points for better security posture	For high performance with low latency the proposed solution must provide all application level inspection as real-time stream-based and not using file-based store-and-forward techniques. Application (Layer 7) visibility and control should be available from day without need of any subscriptions or software blades.	<b><u>Clarification.</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
19	N/a	N/a		For high performance with low latency the proposed solution must provide hardware FPGA offloading of application level (L7) content processing (Anti Virus, Anti Spyware, Vulnerability Protection, File-type filtering, Data filtering)	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
20	N/a	N/a		The proposed solution must allow policy rule creation for application identification, user identification, host profile, threat prevention, content filtering, QOS and scheduling in a single rule and not at multiple locations	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
21	N/a	N/a		The proposed application security solution must be in the Gartner Leader's quadrant in the "Magic Quadrant for Enterprise Network Firewalls" for the last 3 Years.	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
22	N/a	N/a		The proposed solution shall control parameters by Security Zone, Users, IP, Application, Host Information Profile, URL Category ,Schedule, QoS etc.	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
23	N/a	N/a		The proposed solution shall not have a performance hit when Vulnerability Protection, Virus Protection and Spyware Protection is enabled below	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above

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				50% of the rated RAW solution performance	minimum technical specifications given in RfP.
24	N/a	N/a		The proposed solution must support protection against credential phishing of internal domain users. The framework being used for protection has to be provided.	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
25	N/a	N/a		The Antivirus engine of the solution must be provided by the OEM itself and must not depend on a third party OEM for signatures	<b><u>Clarification</u></b> The antivirus engine should not be of Symantec as bank already have the same at endpoint level.
26	N/a	N/a		The proposed solution shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward-proxy)	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
27	N/a	N/a		The proposed solution shall be able to identify, decrypt and evaluate SSL traffic in an inbound connection	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
28	N/a	N/a		The proposed solution shall support sandbox behavior based inspection and protection of unknown viruses and zero-day malware for SMTP, POP3, IMAP, FTP, HTTP, HTTPS etc. The licensing must be based on appliance based, not on the number of files submission. It should also analyze http/https Links contained in emails for SMTP and POP3.	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
29	N/a	N/a		The proposed solution shall support automated signature generation for discovered malware within 5 mins of	<b><u>Clarification</u></b> Bidders are free to offer any

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				detection. The signatures must be based on content and payload, not just hash based.	additional features over and above minimum technical specifications given in RfP.
30	N/a	N/a		The solution must support Bare Metal Analysis over cloud so even it can detect most sophisticated & advance malware. The choice & control should be provided to use bare metal as & when required in future.	<b><u>Clarification</u></b> Bidders are free to offer any additional features over and above minimum technical specifications given in RfP.
31	N/a	N/a		The proposed solution have on-box logging and reporting without need of any additional hardware or software	<b><u>No Change</u></b> The management, logging and reporting server should be separate appliance. All necessary hardware and software to be supplied by the bidder as part of solution.
32	14	5.9.2	Bidder will be informed about old and new location/office details as and when the Bank decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipments at old location and Commissioning of equipments at new location at no additional cost.	As this is one time supply and engineer will be available for 3 months onsite, It is bank responsibility after that if any shifting happens.	<b><u>No Change</u></b>
33	13	5.4.8	1. L1 and L2 on-site support should be from bidder throughout the period of warranty and AMC. The support should be comprehensive 24X7X365, which also includes day to day operational issues as and when arise. 2. Onsite Support engineer would be required to work on Saturdays/Holidays and after office hours as demanded by business	Onsite engineer will be available for 3 months hence Bank to co-ordinate with OEM directly after that.	<b><u>No Change</u></b>

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			and under the direction of bank team. 3. The bidder to submit detailed RCA of firewall hardware & software related issues		
34	12	5.3.2	The engineer has to be deployed after completion of acceptance of solution by the bank and intimation to the bidder. The engineer would be operating from Banks Datacenter at Mumbai.	As per understanding, firewalls to be deployed at Chennai engineer to be deployed for 3 months in Mumbai. Is understanding right?	<b><u>Yes</u></b>
35	13	5.4.8.(3)	The bidder to submit detailed RCA of firewall hardware & software related issues	Is Bidder need to do remote management of firewalls from their SOC ?	<b><u>No.</u></b> Refer to scope of work.
36	16	6.1.1.(2)	Copy of purchase order/work order showing implementation since last three years.	Bidder would submit self declaration showing implementation of services for at least last 3 years.	<b><u>No Change</u></b>
37	16	6.1.1.(8)	The Bidder should have supplied and maintained firewall from the same OEM in at least two customers in BFSI sector in India during the last 3 years.	Bidder would submit self declaration showing implementation of services for at least last 3 years.	<b><u>No Change</u></b>
38	17	6.1.1.(13)	The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during last three years. Declaration to be provided by the bidder on the letter head as per Annexure -VIII.	Bidder proposes following revised language: "We do hereby declare and affirm that to the best of our knowledge and belief, we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission".	<b><u>Change</u></b>  The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies as on the date of bid submission. Declaration to be provided by the bidder on the letter head as per <b>Annexure -VIII.</b>  <i>Revised Annexure -VIII is attached.</i>
39	36	10.9	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,	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	<b><u>No Change</u></b>

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			<p>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.</p>	<p>laws that are applicable on Bank while use of services or for conducting its business.</p>	
	41	10.24	Termination	<p>What would be the defect cure period notice available to the Bidder to cure breach if any committed during delivery of services.</p>	<b>No Change</b>
40	41	10.25	<p>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, 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</p>	<p>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.</p>	<b>No Change</b>



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			made, without delay.		
41	42	10.30	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.	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 order in which the liability has arisen.	<b><u>No Change</u></b>
42	43	10.31	Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision (Clause 10.30 and / or clause 10.37), in no event shall either party be liable with aspect 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,	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. Bidders sole liability and Bank's sole remedy for damages relating to services is limited to any applicable credit allowances/penalties due.	<b><u>No Change</u></b>

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			arising at any time under this Agreement shall not exceed the total order value (includes AMC cost).		
43	44	10.37	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 negligence or willful misconduct.	<b><u>No Change</u></b>
44	77	7.1	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.	<b><u>No Change</u></b>
45	28 / 29	9.2	A. Cost of New Hardware / solution with 5 years back to back Warranty and Support from OEM – Table-1 of “Commercial bid”.	Payment term is suggested to be 80:10:10 as per the breakup slabs of delivery, installation and acceptance	<b><u>No Change</u></b>

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46			B. Annual Bidder Support Charges – Table-2 of “Commercial bid”	Annual support charges are suggested to be quarterly in advance	<b><u>No Change</u></b>
47			C. AMC with back to back OEM support and bidder Support charges – Table -3 of “Commercial bid”.	AMC charges are suggested to be annually in advance	<b><u>No Change</u></b>
48			D. One Time charges towards Installation, Configuration, Integration, Training etc – Table -4 of “Commercial bid”.	One time installation charges are suggested to be in advance	<b><u>No Change</u></b>
49			E. One Time Manpower Charges – Table -5 of “Commercial bid”.	One time manpower charges are suggested to be in advance	<b><u>No Change</u></b>
50	29	9.2.7	All payments will released within 4 / 5 weeks of receiving the undisputed invoice.	Payment to be completed by the bank within 4 weeks time from the date of invoice in case invoice dispute is not mutually agreed	<b><u>No Change</u></b>
51	29	9.2.8.	The bidder has to submit credit advice / note for buyback items. The buyback amount would be adjusted while releasing 50% payment towards solution.	Buyback amount will need to be adjusted depending on the buyback amount and is suggested to be adjusted against the first year annual support charges	<b><u>No Change</u></b>
52	29	9.3.1.(1)	Default in Delivery 1. If the vendor fails to deliver the items within stipulated period, Bank will impose a LD of 1% of the cost of equipment with 5 years warranty (Table-1 of commercial bid) for each weeks delay or part thereof, subject to maximum of 10% of cost of the equipment.	LD is suggested to be at 0.5% per week of delay capped to 2.5% of the cost of the equipment	<b><u>No Change</u></b>
53	30	9.3.1.(3)	In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.	Suggest bank to remove this clause or suggest not to cancel order in case the delay is outside the control of the bidder	<b><u>No Change</u></b>
54	30	9.3.2. (1)	Default in Performance of	LD to be capped at maximum 5% of the	<b><u>No Change</u></b>

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			Preventive Maintenance If the vendor fails to carry out preventive maintenance during Warranty and AMC period and submit the reports, Bank will impose a LD of Rs.1,000/- for each incidence, subject to maximum of 25% of bidder support cost for the year.	annual support charges	
55	30	9.3.4. (2)	Amount of LD to be calculated on monthly basis for the shortfall in performance compliance level is as under:	Penalty percentage is suggested as starting from 0.5% of the monthly value of the affected equipment, with an increment of 0.5% for every next slab, capped to a maximum of 3% of the monthly value.	<b><u>No Change</u></b>
56	30	9.3.4. (3)	The above penalty shall be applied for each of the equipment separately.	Penalty percentage is suggested to be applied for the affected equipment independently with charges relating that equipment only as per above.	<b><u>Clarification</u></b>  Penalty would be applied for the affected equipment only.
57	31	9.4.1(2)	The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.	Request to please remove this clause	<b><u>No Change</u></b>
58	13	5.4.8	L1 and L2 on-site support should be from bidder throughout the period of warranty and AMC. The support should be comprehensive 24X7X365, which also includes day to day operational issues as and when arises	Please clarify if we have a 3 shift 24x7 basis resident engineer deployed for support across the entire contract period	<b><u>Clarification.</u></b>  The L1 and L2 support, throughout the period of contract is on-call basis. The support should be comprehensive, on-site, 24X7X365, which also includes day to day operational issues as and when

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					arises
59	52	11.3.1.A(3)	The solution should be on Distributed Architecture for Threat Prevention along with Dedicated Management, Logging and Reporting Framework.	Every firewall process traffic differently, As long as the system is able to provide the threat prevention capability. The internal processing architecture should not matter. What use case will SIDBI achieve with distributed threat prevention in comparison to product which will offer the same functionality with a different architecture and with same feed and throughputs	Change "The solution should be on Distributed Architecture or equivalent for Threat Prevention along with Dedicated Management, logging and Reporting Framework / solution"
60	52	11.3.1.A(6)	Security effectiveness should be recommended/certified by NSS.	Security effectiveness should be recommended as per nss ngfw v7 test.	<b><u>No Change</u></b>
61	52	11.3.1.A(11)	Appliance should support for Active – Active connections. It should not depend upon any 3rd party product or alliance for the same.	Need understanding on what is meant by Active-Active connections. Active-Active is only relevant if you have A-A for Core, ISP, WAN router or any other perimeter device	<b><u>No Change</u></b>
62	N/a	N/a	Additional	Mention the number of SSL VPN license required	Current requirement is for 25 numbers of SSL VPN licenses.
63	54	11.3.1.D(6)	Local access to the firewall modules should support authentication protocols – RADIUS & TACACS+.	Either of the 2 protocol should be supported.	<b><u>Change.</u></b> Local access to the firewall modules should support at least RADIUS authentication protocol.
64	55	11.3.1.D(13)	It should support BGP, OSPF, RIPv1 & Multicast Tunnels, DVMRP protocols.	When RIPv2 which is more secured then why does RIPv1 is needed. As it is an unsecured protocol	<b><u>Change.</u></b> It should support BGP, OSPF, RIPv2, Multicast support. PIM, IGMP, PBR.
65	55	11.3.1.E(9)	The Firewall should support database related filtering and should have support for Oracle, MSSQL, and Oracle SQL-Net.	WAF related future.	<b><u>Clause delete</u></b>
66	56	11.3.1.F(8)	Should have a provision to configure blocking of Distinct and Non-Distinct SQL Commands, Shell Commands etc.		<b><u>Clause delete</u></b>
67	57	11.3.1.F(19)	Should have Sandbox for new protections.	Sandbox is required for Anti-APT or file analysis. IPS doesn't require the	<b><u>No Change</u></b>

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				sandbox, as IPS looks at the traffic from L7 perspective.	
68	57	11.3.1.1G	IPS should have below mentioned DOS/DDOS functionality	DDOS solution has to be dedicated a solution. A partial ddos which only looks at certain signatures is not going to provide any protection to you. And there is no UDP flood protection mentioned. Which is a primary category of DDOS	<b>No Change</b>
69	58	11.3.1.H(5)	The Proposed solution should not allow patient zero in network. It should block malware entry in real-time.	Patient zero will be machine on to the network. To achieve this capability integration with NAC is required.	<b>Clarification.</b> SIDBI is in the process of implementing NAC.
70	58	11.3.1.H(14)	Anti-virus scanning should support cache and stream mode	AV specific, gateway av will fail to detect virus from end point and email which are primary source. However having AV at EP will cover it from all vectors.	<b>No Change</b>
71	58	11.3.1.H(15)	Solution should support fail-open or fail-close in case of system error	Firewall should never be fail-open.	<b>Change</b> The solution should support fail-close in case of system error.
72	N/a	N/a	Additional	Is NAC going to be part of the RFP or Does SIDBI have a NAC already in place.	<b>No</b> Bank is is in the process of procuring NAC.
73	53	11.3.1.C(4)	Firewall should have Redundant dual hot swappable power supplies, redundant hard disks and cooling fans.	SIDBI should consider redundant HDD with at least minimum 250 GB & above with RAID support.	<b>Change</b> Firewall should have redundant dual hot swappable power supplies and cooling fans. The hard disk should be preferably dual.
74	28	9.1.2	Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in	we request SIDBI to consider any change in duty and taxes will be on their account	<b>Clarification</b> Please refer to clause 9.1.4 of RfP on the same.

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			costs related to the materials and labour or other components or for any other reason.		
75	29	9.3.1	If the vendor fails to deliver the items within stipulated period, Bank will impose a LD of 1% of the cost of equipment with 5 years warranty (Table-1 of commercial bid) for each weeks delay or part thereof, subject to maximum of 10% of cost of the equipment.	Request SIDBI to consider following If the vendor fails to deliver the items within stipulated period, Bank will impose a LD of 1% of the cost of equipment with 5 years warranty (Table-1 of commercial bid) for each weeks delay or part thereof, subject to maximum of 5% of cost of the equipment.	<b>No Change</b>
76	30	9.3.2	Default in Performance of Preventive If the vendor fails to carry out preventive maintenance during Warranty and AMC period and submit the reports, Bank will impose a LD of Rs.1,000/- for each incidence, subject to maximum of 25% of bidder support cost for the year.	If the vendor fails to carry out preventive maintenance during Warranty and AMC period and submit the reports, Bank will impose a LD of Rs.1,000/- for each incidence, subject to maximum of 5% of bidder support cost for the year.	<b>No Change</b>
77	331	9.3.3	<b>Absence of On-site engineer</b> 1. If the vendor engineer fails to attend the site, Bank will impose LD as follows: Per Man day charges (for the purpose of deduction on account of absence) = Charges per 3 months / (Total number of days in 3 months). 2. The said penalty would be deducted while releasing payment towards the resource at the end of three months.	We request SIDBI to clarify the calculation	<b>Clarification</b>  LD for absence of on-site engineer would be calculated as follows: LD =No of Days of absence X per man day charges.  Where Per Man day charges (for the purpose of deduction on account of absence) = Charges per 3 months / (Total number of days in 3 months).
78	38	10.13.1	Delivery a) The Bidder should deliver the goods within FOUR WEEKS FROM THE DATE OF PURCHASE ORDER.	Delivery a) The Bidder should deliver the goods within EIGHT WEEKS FROM THE DATE OF PURCHASE ORDER.	<b>Change</b>  The Bidder should deliver the goods within SIX WEEKS FROM THE DATE OF PURCHASE ORDER.



S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	SIDBI Response
79	43	10.32.1	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.	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 in case the same is asked at least by giving 7 working days notice at <del>any time during normal business hours</del> , as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.	<b><u>Clarification</u></b> Notice period of 7 days would be provided.
80	43	10.32.2	SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.	we need resonable notice period in order to provide such details	<b><u>Clarification.</u></b> Notice period of 7 days would be provided.
81	43	10.32.3	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.	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. The scope of this Audit should be limited to the scope of this project.	<b><u>Clarification</u></b> The scope under this clause is limited to the services and deliverables extended by the bidder against this RfP.
82	43	10.33	The vendor shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted	The vendor shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and <del>grant unrestricted right to inspect and audit its</del>	<b><u>Clarification</u></b> The scope of audit is limited to the services and deliverables extended by the bidder against this RfP. Further, 7 days notice would be



S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	SIDBI Response
			right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.	<del>books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.</del>  we also request SIDBI to keep the scope of the Audit restricted to services and the deliverables under the project, we also would need 7 days notice for such Audit.	provided.

**Note: All other terms and conditions remain unchanged.**

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