



Small Industries Development Bank of India

Procurement of Dedicated Uncompressed Premium Internet Bandwidth – Pre-bid Queries and Clarifications

Tender No. :400/2014/993/BYO/ITV dated January 16, 2014
Pre-bid Meeting held on : January 22, 2014

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
1	6	2.2.1	SIDBI has centralized setup with Datacenter [DC] at Mumbai and all locations/offices connected over IP MPLS VPN. Presently SIDBI has Internet Gateway at DC, Mumbai. All SIDBI locations / offices access the Internet over IP MPLS based WAN with proxy authentication. The Bank has procured Internet bandwidth from two service providers. The Internet links are terminated on link load balancer for load sharing and high availability. Further, the public IPs (IPv4) used are provided by respective service providers.	What will be the scope of Service Provider for Link Load balancer and who will manage the Link Load Balancer?	Details provided only for information. Management, configuration etc of link load balancer is not in the scope of current RfP.
2	7	2.3.6	It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI. Selected Bidder [Service Provider] must take same into consideration while delivering the desired services.	Request deletion of provision relating to statutory audit by RBI. As a matter of policy, we do not permit statutory audit of books of account, pricing, profit margins, etc.	No change.
3	13	4.1.3	Cisco 2921 router with K9 IOS. The router should support both IPv4 and IPv6 (dual stack) from day one. The router should be provided by the service provider and shall remain their property.	Request to please buy the same instead on Rental model.	No Change. All equipments provided by the service provider as part of the contract should be on lease basis.
	13			Need clarification regarding manageability of CPE router will be done by SIDBI or TCL	Manageability of router to be done by service provider.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
	13			Router to be provided is assumed to be Cisco 2921-K9 bundle. Please confirm.	Change The router to be provided should be Cisco 1921 with K9 Sec IOS.
4	13	4.2.3	Cisco 1921 router with K9 IOS. The router should support both IPv4 and IPv6 (dual stack) from day one. The router should be provided by the service provider and shall remain their property.	Need clarification regarding manageability of CPE router will be done by SIDBI or TCL Router to be provided is assumed to be Cisco1921-K9 bundle. Please confirm.	Manageability of router to be done by service provider. Change The router to be provided should be Cisco 1921 with K9 Sec IOS.
5	13	4.3	The public IPs with reverse look ups configured to enable Bank to use the same for hosting web servers, mailing solution etc.	Same can be done in mutual co-ordinance where bank needs to provide the URL which needs to be added in Reverse DNS of ISP.	Bank would intimate the service provider the details of IPs and URL/domain names for configuration of reverse DNS.
6	13	4.6	Protect the Bank data when moving through the service provider's network.	Requests to elaborate the point, whether SIDBI needs to configure IPSEC between ISP and DC,DR Please clarify this clause, what is the exact requirement against this clause. Internet is a transport. Data security on the internet can be implemented through IPsec or SSL certificates which has to be handled by Bank/Bank's SI. Request to remove this clause.	Yes, the last mile (PE to CE) should be IPsec enabled. Further, the service provider should ensure that, data transmitted through the network is stored in any of the service provider devices.
7	13	4.7	All the equipments supplied by the bidder [Service Provider] to provide Internet bandwidth should comply with the policies laid down by the government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.	What is the exact requirement against this clause.	The equipment supplied by the bidder should comply with all the policies laid down by the GoI, DoT etc and should not have any malware or spyware built into it.
8	13	4.8	The last mile at both Mumbai and Chennai should be on fiber and handoff should be on Ethernet. <u>Wireless last mile is not accepted.</u>	Requesting bank to allow Copper also as a last mile option. Please confirm.	Change The last mile at Mumbai should be on Fiber and for Chennai the

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
					last mile can be on Fiber or copper. <u>Wireless last mile is not accepted.</u>
9	14	4.15	The service provider should not block any website or a link without the prior permission of SIDBI. However, any abnormal behavior observed should be immediately reported to SIDBI.	<p>Requests to modify the said clause by stating "The service provider should not block any website or a link without the prior permission of SIDBI. In case of any spurious traffic is identified through bank, ISP should immediately block the site/IP and report it to SIDBI."</p> <p>The bidder will block any website that is notified for blocking by Govt. of India or any of its agencies /statutory/ regulatory bodies as per the Indian Telegraph Act. Please acknowledge.</p>	<p>Change <u>The clause to be read as:</u> "The service provider should not block any website or a link without the prior permission of SIDBI, except those website that are notified for blocking by Govt. of India or any of its agencies /statutory/ regulatory bodies as per the Indian Telegraph Act. In case of any spurious traffic is identified through bank, service provider should immediately intimate the Bank and block the website/IP."</p>
10	14	4.18	Up-gradation of Bandwidth In the event of operational requirement bandwidth of the link will be upgraded from the initial contracted value to higher value permanently, at the contracted rate. The Bank will place order for the same with respective service provider. The bidder [service provider] to carry out up-gradation within 15 days from the date of issue of PO.	Request to change the up-gradation time from 15 days to 4 weeks	<p>Change <u>To clause to be read as:</u> "The bidder [service provider] to carry out up-gradation within 4 weeks from the date of issue of PO".</p>
	14	4.18		Requesting bank to allow 30 days timeline for upgrades from the date of PO.	
11	14	4.19	The bidder [service provider] to implement and commission the links within 4 weeks from the date of purchase order.	<p>Requesting bank to allow 8 weeks timeline for link implementation and commissioning on account of the link will be delivered on fiber and will take substantial time for readying last miles.</p> <p>Request to change the implementation time from 4 weeks to 8 weeks</p>	<p>Change The bidder [service provider] to implement and commission the links within 6 weeks from the date of purchase order.</p>
12	14	4.21	All cabling should be done with proper clamping. The cabling should be neat and structured with PVC pipe	RFP scope entails implementation of internet link and provisioning of	The cabling should be neat and

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			casing.	router for internet link. Structured cabling is not part of the scope of this RFP. Please confirm.	structured with PVC pipe casing.
13	15	4.24	In case of shifting of datacenter or DR site to alternate location of Bank, order will be placed with the Bidder [Service Provider] subject to feasibility of the service provider at the new location for shifting of the links at the contracted rate. If the service provider is not feasible at the new location, Bank would surrender the links.	In case of shifting of links, nominal charges for link shifting will apply. Please confirm and acknowledge.	Change. Revised commercial bid format incorporating shifting charges (intercity or intracity) is attached.
14	15	4.25	The Bank has installed HPOV NNM at DC, Mumbai for additional monitoring by Bank's network team. The Bidder [Service Provider] to provide MIB of the router installed as part of solution to enable the Bank team to configure HPOV NNM for monitoring. The Bidder [Service Provider] to note that it is only additional monitoring employed by Bank on its own interest.	Need confirmation from Product manager if monitoring of CPE should be provided to SIDBI	The bidder [Service provider] to configure SNMP string on the router to enable Bank to configure HPOV NNM for monitoring.
15	16	5.1(4)	Throughput = 100% non blocking	Request to remove this as throughput is not a measurable parameter Please explain what bank means by port availability of 100%.	The bandwidth provided should be uncompressed (1:1).
16	16	5.1(5.a)	Latency: Domestic <30ms from DC and DR	Requests to change the said latency to <=50 ms. Requesting bank to modify latency commitment for domestic to 100 ms Please mention domestic location details with respect to latency	Change Latency: Domestic should be <100ms from DC and DR. Domestic locations mean website of commercial Banks, other regulators in India, PSU etc.
17	16	5.1(5.b)	International < 350ms from DC and DR	Please mention international location details with respect to latency	International locations means websites of International companies like yahoo, Microsoft, Cisco etc.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				Requesting bank to modify remove latency commitment for international,	No Change.
18	16	5.1(6)	Packet Loss <0.5% average over 1000 ping	Requests to change the said packet loss to <1%. Requesting packet drop commitment to be modified to be on a link utilization of 50% of the throughput.	Change <u>The clause to be read as:</u> "Packet Loss should be <=1% average over 1000 ping".
19	16	5.1(8)	Maximum Time to restore (MTTR)	Requesting MTTR to be termed as Mean Time To Restore and the value to be modified as 4 hours as per the industry standards.	No Change
29	16	5.1(9)	Online portal for bandwidth utilization, link performance etc. Real Time, hourly, Daily, Weekly and Monthly	Request to please make 15 mins delayed instead of real Time utilization report .For other duration it can be any as per SIDBI's requirement.	Change Bank should be able to generate real time report with a delay of 30 minutes.
21	16	5.2.2	Uptime and Exclusions	Requesting bank to include "downtime not attributable to the bidder" in the exclusion list for calculating downtime.	No Change.
22	16	5.3.1	Penalty % on the Monthly Charges	Request to please Cap the penalty to maximum 10 % instead of 100% for uptime per month <= 95.5%. Give the bidder time for Service improvement plan. In case same is not adhered their should be contract termination instead of 100% penalty. Requesting bank to modify penalties for uptime to be capped to 10% with 1% penalty for every 1% decrease in committed uptime.	No Change
23	17	5.3.2	Penalty: Service delivery	Requesting bank to modify penalty	No Change

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				for delayed delivery to be capped to 5% of the first year order value with 1% penalty per week of delay in committed implementation time.	
24	17	5.4	In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.	Requesting bank to modify this clause to state that any changes to the contract and SLA will be mutually agreed between the bank and the bidder.	No Change
25	20	6.6.1	In this phase, the Commercial Bids of the Bidders [Service Provider], who are technically qualified as per section 6.5.8, shall be opened. The Commercial Bid should contain the total cost of all services, comprising of all items as mentioned in the RFP.	Section 6.5.8 mentioned in the clause does not exist in the RFP document. Please correct.	Change <u>The clause to be read as:</u> “In this phase, the Commercial Bids of the Bidders [Service Provider], who are technically qualified shall be opened. The Commercial Bid should contain the total cost of all services, comprising of all items as mentioned in the RFP.”
26	22	7.1.13	Depending on requirement, SIDBI may decide to move its Data Centre, DR Site, to any alternate locations during the contract period. In such scenario, Bank may advise the Service provider to shift the links to new premises without any extra cost.	In case of shifting of links, nominal charges for link shifting will apply. Please confirm and acknowledge.	Change Revised commercial bid format incorporating shifting charges (intercity or intracity) is attached.
27	23	7.3.6	SIDBI reserves the right to stop availing of part of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 90 days. Payment of such services shall be made on pro-rata basis till the date of stopping of the services and any payment made already in advance shall be adjusted from any payments to be made in future.	This clause states termination for convenience. Requesting bank to delete this clause.	No Change.
28	25	7.5.2	Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if	Request that no Performance Guarantee is encashed before giving due notice to the bidder and an opportunity to rectify the	No Change

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	defect/delay.	
29	26	7.5.2.8	If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 6.5.2(6) hereinabove in addition to other remedies available to it under the contract or otherwise.	Requesting bank to not invoke bank guarantee in this clause as the bank is already charging penalties on SLA. Section 6.5.2 (6) mentioned in the clause does not exist in the RFP document. Please correct.	Change <u>The clause to be read as:</u> “If average quarterly uptime falls below 95.5% in two successive quarters or any three quarters in a year and the service provider does not accept the revised SLA and penalty clauses, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 7.5.2(6) hereinabove in addition to other remedies available to it under the contract or otherwise.”
30	26	7.5.2.9	Time shall be the essence of the contract, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.	Request that if the delay is occasioned by an act or omission of the Bank or any of its employees/agents, then the Bank shall be held for the financial liability that arises therefrom.	No Change
31	26	7.6	Payment of recurring charges will be paid in quarterly equal installments at the end of each quarter.	Request to please make payment within 30 days from the last date of quarter when services is been used. Please confirm if the payment will be site-wise. Requesting bank to	All payments would be released within 30 days from the date of receipt of invoice. Payments will be made site-wise from Mumbai office.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				consider payment to be site-wise according to the services.	
32	27	7.10	Insurance of all the equipment deployed by the service provider as part of the contract shall be taken by the service provider till the end of the contract. SIDBI would not be responsible for any damage caused to the equipment due to any reason whatsoever. SP has to replace the same at its own cost for continuation of the services.	Request deletion. Each party shall be liable for the insurance of its own equipment upon transfer.	No Change.
33	28	7.12	No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this RfP or agreed by the Bank in writing.	Request that the right to sub-contract is without the prior consent of the Bank; however, the Bank can be notified in advance in the event that the Bidder wishes to sub-contract the performance of its obligations (partly or wholly) under the contract.	No Change.
34	28	7.13	Bank shall have the option to terminate this RFP and any subsequent agreement without assigning any reason thereof, in whole or in part by giving at least 90 days prior notice in writing	Request to please provide the Exit Clause. In case either of party wanted to come out of Agreement where services etc is as per RFP.	No Change.
35	28	7.13.2.1	Delay in delivery/ commencement of services beyond the specified period;	Requesting bank to delete this clause. Bank is already imposing penalties on delivery. Bidder will conform to the timelines committed by the bidder.	No Change.
36	28	7.13.2	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: 1. Delay in delivery/ commencement of services beyond the specified period; 2. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.	Request deletion as right to cancel the contract is not acceptable.	No Change.
37	29	7.13.3	Without prejudice to the generality of the foregoing, the	Request that the right to terminate	No Change.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			<p>Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and</p> <ol style="list-style-type: none"> 1. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or 2. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. 	<p>the contract may arise only in the event of breach of any material obligation, as opposed to any obligation.</p>	
38	29	7.13.4	<p>Bank shall have the option to terminate this RFP and any subsequent agreement without assigning any reason thereof, in whole or in part by giving at least 90 days prior notice in writing.</p>	<p>This clause states termination for convenience. Requesting bank to delete this clause.</p>	<p>Change</p> <p><u>The clause to be read as:</u> “Bank shall have the option to terminate this RFP and any subsequent agreement without assigning any reason thereof, in whole or in part by giving at least 90 days prior notice in writing. However, if terminated within one year from the date of commissioning, Bank would pay the applicable payments from the date of termination till the completion of one year on pro-rata basis. No other payments whatsoever would be made by the Bank.”</p>
39	29	7.13.5.3	<p>If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.</p>	<p>Requesting bank to add "which is acceptable to the bidder" at the end of the clause to make it synonymous with the clause stating bank's right to termination</p>	<p>No Change.</p>

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				in 7.13.3.2	
40	30	7.13.8	Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.	Request, however, that all pending and unpaid amounts have to be paid by the Bank. Also, if any further work is required to be done due to default/breach on part of the Bank, post-termination or upon expiry of the contract, then the Bank shall have to make payments.	No Change.
41	30	7.13.10.3	Upon Bank's request in writing, Bidder will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.	Please explain whether the clause of transferring deliverables will apply at the end of the contract period. Please confirm.	Change The Clause is deleted.
42	30	7.13.11	In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Security Deposit /Performance Guarantee given by successful Bidder.	Requesting bank to delete this clause. Requesting bank to only hold the right to appropriate penalties through the encashment of PBG.	No Change.
43	30	7.14.3	In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Security Deposit /Performance Guarantee given by successful Bidder.	Request that any such decision or determination by the Bank is based on cogent evidence and after affording the Bidder an opportunity to defend itself.	No Change.
44	30	7.16	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	Request that this provision is made applicable to both the parties.	No Change.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			for damages.		
45	31	7.18	As part of this RfP 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.	Kindly clarify whether this is applicable in the context of the present contract, as no software is being provided. Request deletion. In any event, the Bidder shall only be liable for direct and proven damages.	Yes, applicable in present contract also as the service provider would be providing the Internetworking software.
46	31	7.19.1	Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in Clause 6.31 herein below, 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.	Request that the liability for 'IPR Infringement' is also covered under the limitation of liability.	No Change.
47	31	7.19.2	The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the Contract Value.	Request that the aggregate liability of the service provider is in respect of all claims arising under or in relation to the agreement.	No Change.
48	31	7.20	Right to visit	Request deletion, as it is not acceptable as a matter of company policy.	No Change.
49	31	7.20.3	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.	Requesting bank to amend this clause to have a right to expect cooperation and information relating to the services availed by the bank under the scope of this tender.	No Change.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
50	31	7.21	The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted 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.	Request deletion, as it is not acceptable as a matter of company policy.	No Change.
51	32	7.25	Participating service provider should have well defined contingency plan or DR Policy in place so as to ensure the continuity of services in the event of any disruptions. Service provider should furnish the details of the same.	Requesting bank to delete this clause as the BCP/DR requirement is from the bank's architecture and not for the services being provided by the bidder.	No Change.
52	33	7.27.2.1	In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by SIDBI. Chief General Manager/ General Manager, ITV, SIDBI, Mumbai shall be the Sole Arbitrator. The Arbitration proceedings shall be conducted in the Office of SIDBI at Mumbai.	Request that the arbitrator is an independent third party, who is mutually appointed by both the parties.	Agreed
53	33	7.29	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.	Service Provider request to please indemnify for the loss, theft. Damage of any equipment, software etc for said services at your premises.	The service provider to insure all the equipments provided by them as part of contract. In case of any loss, theft, damage etc, Bank would assist the service provider in lodging complaint with concerned authorities.
54	33	7.29	Indemnity	Request modification of the clause to include liability only for direct	No Change.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				and proven damages, and deletion of "all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly..." Request deletion of 7.29.1.4 and 7.29.1.6	
55	34	7:30	Bidders in their proposals are required to indicate their MSME status	Please explain this clause as this clause does not look relevant as per the purpose of this RFP. Bidder does not fit into any of the listed categories.	As per Ministry of MSME, Central Government Ministries, Departments and Public Sector Undertakings are required to procure certain minimum per cent of their annual value of goods or services from Micro and Small Enterprises. Hence, this clause is added to capture the details of service provider to know whether they fall under MSME category.
56	35	8	The bidder should be a Registered Class 'A' ISP with license covering PAN India. The Class A license should be currently valid.	Service Provider request to consider the letter of ISP A license up- gradation letter from DoT, Since Service Provider is in the process of Up-gradation. As per DoT they will be issuing USL for all the services.	Change <u>The clause to be read as:</u> " The bidder should be a Registered Class 'A' ISP with license covering PAN India. The Class A license should be currently valid. In case of service providers who have applied for license up-gradation to USL, letter from DoT to be submitted. In case at any stage it is found that the license is not renewed or cancelled, Bank would immediately terminate the contract"
57	35	8	Certification / Undertaking letter from Company Secretary	Service Provider requests to	Change

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			or external auditor is to be submitted.	consider the Undertaking letter from Authorized Signatory as per POA.	<u>The clause to be read as:</u> “Certification / Undertaking letter from Company Secretary or authorised signatory as per POA or external auditor is to be submitted.”
58	36	8	The bidder should be capable of providing block of 32 numbers of IPv4	Requests to change the number of IPv4 IPs to 16 for Mumbai link	No change.
59	43	Annex-III	Proforma of Power of Attorney	Requests to accept the POA copy which has been issued by company on stamp paper..	If the service provider has POA issued by the company, the same can be submitted. The authorised signatory on whose behalf POA is issued only to sign the bid documents.
60	44	Annx-IV (2)	The ISP/bidder should have fully resilient and self-healing network architecture, on fiber medium, from the international gateway in India upto the international Points of Presence.	This clause is not relevant as the bidder is providing internet service in India and not a point to point link from India to other countries. Internet is in itself a self healing network and bidder has no control over the routing mechanisms of Internet.	No change.
61	44	Annx-IV (7)	Details about bidder's backbone setup and Network Diagram. Should include details of connectivity from domestic backbone up to International gateway in India and International gateway in India to International point of presence.	Diagram of network till the international points of presence is irrelevant as the bidder is providing internet service in India and not a point to point link from India to other countries. Internet is in itself a self healing network and bidder has no control over the routing mechanisms of Internet.	No Change
62	16	Annexure IV (18)	Details of call lodging and call monitoring and Escalation mechanism (trouble ticketing mechanism). The entire process from call logging to call resolution to be mentioned in detail.	Please explain whether call logging and escalation matrix details are to be provided with the technical bid or after selection of the successful bidder.	Yes, to be provided along with the technical bid.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
63	48	Annx-V	NIL	Service Provider request to please add the One Time Charges Item in the Commercial Bid format.	No Change.
64	52	Annx-VII	Non-Disclosure Agreement	Request that this NDA is mutual in nature.	No Change.
65	N/a	Additional Clauses:		The Bank shall be fully responsible for the content of the data transmitted and carried through the resources/Services provided by Service provider and the Bank shall use the same in accordance with all applicable statutory or regulatory rules, regulations and guidelines. The Bank shall not use the resources for sending any data or messages which is/are offensive, abusive, indecent and obscene or in violation of any Applicable Law. The Bank shall be solely liable and responsible for any breach of the aforesaid obligation(s) and no liability arising from such breach shall fasten on service provider. The Bank shall indemnify and keep service provider indemnified against all costs, claims, damages or proceedings arising out of use of the Service other than fully in accordance with the terms of this Clause.	No Change.
66	N/a	Additional Clauses:		The Bank agrees that its use of the Service(s) is solely at its own risk. Except as expressly set forth under this Agreement, the Services are provided on an "as is"	No Change.

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
				basis and “as available” basis. Service Provider expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.	
67	N/a	Additional Clauses:		Except as set forth under this Agreement, service provider shall in no case be responsible towards the Bank for damage to or loss of data in the course of implementation and/or usage of the Service.	No Change.
68	22	7.1.13	Depending on requirement, SIDBI may decide to move its Data Centre, DR Site, to any alternate locations during the contract period. In such scenario, Bank may advise the Service provider to shift the links to new premises without any extra cost.	Correction by Bank	Change <u>The clause to be read as:</u> “Depending on requirement, SIDBI may decide to move its Data Centre, DR Site, to any alternate locations during the contract period. In such scenario, Bank may advise the service provider to carry out feasibility of the location. Based on feasibility order as per contracted rate would be placed with the service provider for shifting of the link to the new location.”
69	22	7.2.5	The Commercial Bid should be as per format mentioned in the RFP. In addition, the break-up of the amount over the three years period also needs to be given as per format given. Item-wise unit cost, wherever asked, must be given as per format. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion	Correction by Bank	Change <u>The clause to be read as:</u> “The Commercial Bid should be as per format mentioned in the RFP.” The bidder to consider the

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
			of the bank.		revised commercial bid format attached herein.
70	23	7.3.6	SIDBI reserves the right to stop availing of part of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 90 days. Payment of such services shall be made on pro-rata basis till the date of stopping of the services and any payment made already in advance shall be adjusted from any payments to be made in future.	Correction by Bank	Change <u>The clause to be read as:</u> SIDBI reserves the right to stop availing of part OR whole of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 90 days. Payment of such services shall be made on pro-rata basis till the date of stopping of the services and any payment made already in advance shall be adjusted from any payments to be made in future.
71	29	7.13.9	Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay all the undisputed fees outstanding till the date of termination to the Service Provider, within thirty (30) days of completion of the reverse transition period.	Correction by Bank	Change <u>The clause to be read as:</u> “Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay all the undisputed fees outstanding till the date of termination to the Service Provider, within thirty (30) days of completion of the termination.”
72	30	7.13.12	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings , the Bidder will be expected to continue providing uninterrupted services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism has been complied with.	Correction by Bank	Change <u>The clause to be read as:</u> “Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings , the Bidder will be expected to continue providing uninterrupted services.”

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Page No.	Clause No.	Tender Clause	Bidder Query	SIDBI Clarifications
73	17	5.4	Disclaimer: In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.	Correction by Bank	Change <u>The clause to be read as:</u> “In case the average quarterly uptime falls below 95.5% in two successive quarters or in any three quarters in a year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest”.
74	18	6.1.2	The period of service is three (03) years.	Clarification by SIDBI.	Change <u>The clause to be read as:</u> The period of service is three (03) years from the date of commissioning/acceptance.
75	N/a	N/a		Additional clause	Bank would enter into contract with the service provider incorporating all the terms and conditions in the RfP and additional clauses as per TRAI / DoT guidelines.

Note: all other terms and conditions remain unchanged.

Revised Commercial Bid Format

S.N	Item Description	Cost Per Annum (Rs)		Taxes		Total Per Annum (inclusive of Taxes)	Cost for 3 Years
		Figures	Words	Description	Amount		
		A			B	C=A+B	D=CX3
A. Datacenter, Mumbai							
1	Cost of Dedicated 8Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber, port charges, 32 numbers of IPv4 and 128 numbers of IPv6 IPs, management and support etc.						
2	Cost of router on rental basis and any other equipment installed for extending connectivity.						
3	Total -A						
B. DR Site, Chennai							
1	Cost of Dedicated 2Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges, 8 numbers of IPv4 and 128 numbers of IPv6 IPs, management and support etc.						
2	Cost of router on rental basis any other equipment installed for extending connectivity.						
3	Total -B						
C. Future Upgrades and Rate Contract							
1	Cost towards 10Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber, port charges, 32 numbers of IPv4 and 128 numbers of IPv6 IPs, management and support etc. for DC, Mumbai Office.						
2	Cost of Dedicated 16Mbps [1:1] Premium Internet Bandwidth, including last mile on						

Procurement of Dedicated Uncompressed Premium Internet Bandwidth –
Pre-bid Queries and Clarifications

S.N	Item Description	Cost Per Annum (Rs)		Taxes		Total Per Annum (inclusive of Taxes) C=A+B	Cost for 3 Years D=CX3
		Figures	Words	Description	Amount		
		A			B		
	fiber, port charges, 32 numbers of IPv4 and 128 numbers of IPv6 IPs, management and support etc. for DC, Mumbai Office.						
3	Cost of Dedicated 4Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber, port charges, 8 numbers of IPv4 and 128 numbers of IPv6 IPs, management and support etc, for DR, Chennai.						
4	Per link shifting (intercity or intracity) charges (one time).						
Total -C							
D.	TCO for Three Years (Total -A + Total -B + Total -C)						

- All the rates must be quoted in INR.
- L1 will be arrived based on TCO for three years (S.N. D).
- The cost quoted should be valid for a period of three years.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...
