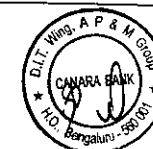


Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	9	8. Requirement Details:	<p>8.2. We have requirement of comprehensive solution for below mentioned services:</p> <p>8.2.1. Dedicated 100 mbps and 50 Mbps Full duplex Internet Bandwidth with dual last mile connectivity at Bank DC and DRC.</p> <p>8.2.2. IPv4 and IPv6 Public IP from service provider.</p> <p><u>8.2.3. Managed Network Services for conversion of IPv6 protocol to IPv4.</u></p> <p>8.2.4. Cloud based Volumetric DDOS Protection.</p>	Any specific device, is it high availability (dual hardware) required.	As per RFP Terms, Refer Tech Spec of Managed Network services for conversion of IPV6 protocol to IPV4
2	9	8. Requirement Details:	8.4. The Bank reserve the right to continue/renew/terminate any of the above services at the discretion of the Bank and shall terminate the services by giving 30 days notice period to the bidder.	Termination for convenience should be attached ETC	Bidder has to comply with RFP Terms.
3	9	8. Requirement Details:	8.4. The Bank reserve the right to continue/renew/terminate any of the above services at the discretion of the Bank and shall terminate the services by giving 30 days notice period to the bidder.	In case of any termination of services for any reasons apart from deferring the mutually agreed delivery timeline and SLAs and without being given a mutually agreed cure period, bidder is liable to charge early termination charges to bank payable in tune of the Total Contract Value pertaining to the balance contract period from the date of termination	<b>RFP Clause is modified as under:</b> 8.4. The Bank reserve the right to continue/renew/terminate any of the above services at the discretion of the Bank and shall terminate the services by giving 30 days notice period to the bidder. However, for Internet Link services a notice period of 60 will be provided to the selected Bidder."
4	10	9. Scope of Work:	9.6. The proposed Solution/System must integrate with Bank existing on Premises Arbor Network DDoS protection device for supporting signalling to upstream ISP or managed Service provider who is providing the volumetric Anti DDOS services.	Can you specify what kind of integration is required with the On Premise equipment?	On receipt of automatic notification/signal from On-Premise Arbor Network DDoS protection device regarding DDoS attack, reroute the traffic to scrubbing location and start mitigation automatically.
5	10	9. Scope of Work:	9.15. Bidder should arrange for required System, tools, resources and should test the infrastructure by using a red team / blue team approach with the goal to identify the weakness to enable Bank to identify how the infrastructure will respond when under attack, and prepare in case a real-life attack occurs after taking approval from bank. There after Bidder to submit detailed report to Bank.	Request Bank to provide more clarity on this requirement.	The Red Team is supposed to identify any vulnerability in the Process and Technology of defensive system and help the organization improve its own defensive abilities. Blue Team is expected to detect and counter. Blue Team is also supposed to understand Incident Response, to master its own tools and languages, to notice suspicious traffic patterns, to identify the Indicators of Compromise, to use solution properly, to carry out analysis. Report should be comprehensive based on the scope of both the team.
6	10	9. Scope of Work:	9.6. The proposed Solution/System must integrate with Bank existing on Premises Arbor Network DDoS protection device for supporting signalling to upstream ISP or managed Service provider who is providing the volumetric Anti DDOS services.	request bank to remove the clause.	Bidder has to comply with RFP Terms.



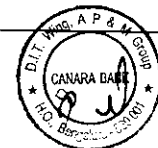
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
7	10	9. Scope of Work:	9.12. Bidder must ensure to provide DDoS protection for the Bank owned IP advertise with any service provider with no extra cost to Bank.	DDoS Protection Services offered by TATA Communications is chargeable whether the service is offered to protect a TATA Link or a Non-TATA Link, Request Bank to clarify and remove the wordings on "no extra cost" or provide clarifications on same	If Bank is procuring its Own IP in future, then these IP should be routed (if required) and added for DDoS protection & mitigation provided by the Bidder at no extra cost to Bank.
8	10	9. Scope of Work:	9.15. Bidder should arrange for required System, tools, resources and should test the infrastructure by using a red team / blue team approach with the goal to identify the weakness to enable Bank to identify how the infrastructure will respond when under attack, and prepare in case a real-life attack occurs after taking approval from bank. There after Bidder to submit detailed report to Bank.	Bank to define the scope of work for the testing to be performed wrto. DDoS Protection services and also provide details on the information needed on the Report	The Red Team is supposed to identify any vulnerability in the Process and Technology of defensive system and help the organization improve its own defensive abilities. Blue Team is expected to detect and counter. Blue Team is also supposed to understand Incident Response, to master its own of tools and languages, to notice suspicious traffic patterns, to identify the Indicators of Compromise, to use souldtion properly, to carry out analysis. Report should be comprehensive based on the scope of both the team.
9	10	9. Scope of Work:	9.15. Bidder should arrange for required System, tools, resources and should test the infrastructure by using a red team / blue team approach with the goal to identify the weakness to enable Bank to identify how the infrastructure will respond when under attack, and prepare in case a real-life attack occurs after taking approval from bank. There after Bidder to submit detailed report to Bank.	Bank to provide more elaborate details on this approach for us to provide a feasibility check and compliance to same	The Red Team is supposed to identify any vulnerability in the Process and Technology of defensive system and help the organization improve its own defensive abilities. Blue Team is expected to detect and counter. Blue Team is also supposed to understand Incident Response, to master its own of tools and languages, to notice suspicious traffic patterns, to identify the Indicators of Compromise, to use souldtion properly, to carry out analysis. Report should be comprehensive based on the scope of both the team.
10	11	9. Scope of Work:	9.17. Any statutory requirement for installation and commissioning of the ordered Fiber/Ethernet Connectivity shall be responsibility of the bidder. Permission from various authorities is the sole responsibility of the bidder.	Since the premises and location are under the Customer of the Purchaser, any statutory and permission required for performing of Service needs to be front ended by Purchaser with support from bidder.	Bidder has to comply with RFP Terms.
11	11	9. Scope of Work:	9.24. Anti-DDoS solution Service provider must provide alert within 5 minutes of detecting DDoS attack.	Request you to change this to 20 minutes instead of 5 minutes	<b>RFP Clause is modified as under:</b> "9.24. Anti-DDoS solution Service provider must provide alert within 15 minutes of detecting DDoS attack."
12	11	9. Scope of Work:	9.16. Bidder should conduct regular drill test on service provided at least twice per year to ensure high availability of the services provided.	Bank to provide scope of dnll test	Bidder has to comply with RFP Terms. However, Plan will be shared with the successful bidder.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
13	11	9. Scope of Work:	9.22. The bidder must handle at least 15 Gbps of attack and also ensure that DDoS infra itself does not go down and become unavailable to Bank. Further it should be scalable to handle any volume of attack as and when demanded by Bank.	TATA Communications will offer DDoS Protection services upto the subscribed capacity of 15 Gbps, If we observe Attack more than the subscribed capacity, then we will offer service on best effort basis only. Canara Bank to provide their comments on same if any	Bidder has to comply with RFP Terms.
14	11	9. Scope of Work:	9.24. Anti-DDoS solution Service provider must provide alert within 5 minutes of detecting DDoS attack.	Request Canara Bank to modify the clause to Industry standard timelines of 15 minutes DDoS Alert notification timeframe	<b>RFP Clause is modified as under:</b> "9.24. Anti-DDoS solution Service provider must provide alert within 15 minutes of detecting DDoS attack."
15	11	9. Scope of Work:	9.25. Bidder must ensure at most 15 minute mitigation response from time of receiving a phone request or E-mail from bank.	Request Canara Bank to modify the clause to Industry standard timelines of 30 minutes DDoS Mitigation initiation response timeframe	Bidder has to comply with RFP Terms.
16	11	9. Scope of Work:	9.27. Bidder should ensure Real time event correlation for Multi Vector attack.	Cloud Based DDoS Protection will offer Protection from Volumetric DDoS Attacks, Hope the understanding is same from Bank's end	Multi Vector DDoS attack over Internet links. Bidder to comply with RFP terms.
17	11	9. Scope of Work:	9.29. The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. The bidder must also notify the Bank in timely manner through Call, SMS on mobile and through E-mail to the registered credentials of the concerned Bank official when any DDoS attack is detected.	Request Canara Bank to remove the "SMS on Mobile" option, as per standard SOC Operating procedure Mail & Call will be the best and preferred manner to communicate on the observed DDoS Alert	<b>RFP Clause is modified as under:</b> "9.29. The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. The bidder must also notify the Bank in timely manner through Call and E-mail to the registered credentials of the concerned Bank official when any DDoS attack is detected."
18	11	9. Scope of Work:	9.31. The bidder should ensure there should be 24x7x365 NOC Support from direct ISP for any technical issue with Committed Response time to Severity-1 and Severity-2 issues should be less than equal to 30 minutes & 1 hour respectively and the bidder has to submit the authorization letter from the ISP to that effect.	TATA Communications has standard SLA timelines on Notification of a DDoS Alert(15mins) and also on initiation of mitigation(30 mins) which will be strictly adhered to, Hence request Canara Bank to remove this clause	Bidder has to comply with RFP Terms.
19	12	9. Scope of Work:	9.34. The bidder/ISP should not terminate the connections of other customers on the devices installed at our premises and should furnish an undertaking to this effect.	The termination of connection would be purely dependant on the Purchasers / customers complying to the obligations stated therein for the Service. Any violation of the terms therein is subject to termination.	Bidder has to comply with RFP Terms.
20	12	9. Scope of Work:	9.32. Internal cabling which may be required from the service provider mux to the router has to be laid by the bidder. Dual Fibre cable should be laid.	Any cross connect (applicable in the case of Data Centre) will have to be facilitated by the bank. Or else this will be of additional cost.	Bidder has to comply with RFP Terms. Bank will facilitate site survey for collecting details.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
21	13	9. Scope of Work:	9.35. Provision of the link is subject to satisfactory Acceptance Test. The bidder shall arrange for the UAT and required tools as per Bank's requirements. After commissioning the links, Acceptance Test will be finalized after observing the links for 30 days. The methodology for the test will be at the discretion of Bank. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. Acceptance tests will be conducted by the Bank at its premises at Mumbai & Bangalore.	What all will be the parameters to be tested during the UAT? Request Bank to change this to 3 days instead of 30 days.	<b>RFP Clause is modified as under:</b> "9.35. Provision of the link is subject to satisfactory Acceptance Test. The bidder shall arrange for the UAT and required tools as per Bank's requirements. After commissioning the links, Acceptance Test (performance parameter e.g. latency, reliability, jitter etc.) will be finalized after observing the links for 7 days. The methodology for the test will be at the discretion of Bank. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. Acceptance tests will be conducted by the Bank at its premises at Mumbai & Bangalore."
22	13	9. Scope of Work:	9.51. The Service Provider/bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank: a. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services. b. <u>In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative 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.</u>	Supplier cannot assume any responsibility or liability for third party cost. In case of failure by Supplier to provide services in terms of this Agreement, the Bank can impose liquidated damages as per the terms of the agreement and/or terminate the contract	Bidder has to comply with RFP Terms.
23	24	34. Proposal Ownership:	The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is important to the evaluation and selection process, it is necessary that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP	The information / proposal submitted by Bidder should remain property of the Bidder and no ownership shall transfer on the same in the favour of Bank. Thus each party should remain owner of its information and any such information shared with other party should be subject to confidentiality obligation	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 32/2017-18 dated 07/02/2018 for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution

Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
24	28	44. Uptime:	44.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.99% for the solution as specified in Annexure-10 and Scope of Work, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.	Fiber - 99.5%, UBR - 98.5% Network Service Availability is defined as the percentage of network up time over the total hours in a (3) month period. Service Availability is calculated as follows:  [ (Hours in (3) months - Unscheduled Outage Hours in (3) months) x 100%] / [Hours in (3) months]	Bidder has to comply with RFP Terms.
25	28	44. Uptime:	44.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.99% for the solution as specified in Annexure-10 and Scope of Work, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.	Request to change this to 99.95% or higher on a monthly basis	Bidder has to comply with RFP Terms.
26	29	45.2. Penalties/Liquidated damages for onsite resources:	In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.	Request Bank to clarify this - onsite resources are required for Bangalore or Mumbai or both the locations?	The RFP clause stands deleted.
27	29	45.2. Penalties/Liquidated damages for onsite resources:	45.3. Penalties/Liquidated damages for not maintaining uptime:	Need to change to 1%, 3% and 5% respectively . In case of SLA less than 95 % , we cannot agree to the banks right of terminating the contract. The penalty clause should be sufficient to secure the bank of any loss due to downtime.	Bidder has to comply with RFP Terms.
28	30	46. Pricing & Payments:	46.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.	bank should also agree to bear the increased taxes or duties due to revision by the government.	Bidder has to comply with RFP Terms.
29	30	47. Payment Terms	47.1. <u>Payment schedule will be as under:</u> a. Link Charges-100%-Payment will be quarterly basis after deducting applicable penalties and Liquidated damages.	Monthly Arrears or Quaterly Advance	<u>RFP clause is modified as under:</u> "47.1. <u>Payment schedule will be as under:</u> a. Link Charges-100%-Payment will be quarterly basis in arrears after deducting applicable penalties and Liquidated damages."



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
30	30	47. Payment Terms	47.1. <u>Payment schedule will be as under:</u> a. Link Charges-100%-Payment will be quarterly basis after deducting applicable penalties and Liquidated damages.	We request bank for an agreement to payment of Quarterly in Advance cycle	<u>RFP clause is modified as under:</u> 47.1. <u>Payment schedule will be as under:</u> a. Link Charges-100%-Payment will be quarterly basis in arrears after deducting applicable penalties and Liquidated damages."
31	31	48. Order Cancellation/Termination of Contract:	48.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 48.1.1. Delay in delivery beyond the specified period for delivery. 48.1.2. Serious discrepancies noted in the items delivered. 48.1.3. Breaches in the terms and conditions of the Order.	It is suggested that the contract be terminated for only Material Breach by either Respondent or the Bank with a prior notice of such Material Breach and an opportunity to cure that breach within a reasonable time period by the defaulting party. It is suggested that termination of on account of unsatisfactory performance of Bidder should be computed basis a preventive mechanism to determine the loss of time between the parties towards delivery and any such loss should be documented with a prior notice to be given by Bank to the Bidder and a reasonable opportunity be granted to rectify such delay and catch up with the lost time. Any such attributable defect on account of Bidder shall also be met with service credits to Bank post any non-fulfilment of rectification of delay.  The right to cancellation of work shall not be exercised arbitrarily by Bank and a prior notice be given to successful bidder intimating any such cancellation and be subjected to mutual reconciliation among the senior members of both parties. Any matter post failure of such reconciliation process shall be subject to the dispute resolution process as agreed between both parties. Any Right to terminate for convenience shall be made mutual between the parties and any such termination occurring before the expiry of Lock-In period shall attract exit charges payable by Bank.  We suggest that such right to cancellation shall only be post Lock-In period as agreed between the parties and; post issuance of notice of dissatisfaction during the minimum lock in period, the Bidder shall also be allowed to remedy the defect within a reasonable time to end such dissatisfaction. Any further amends can be made after resume of service.	Bidder has to comply with RFP Terms.
32	31	48	Order Cancellation/Termination of Contract:	Bank need to agree to pay the amount spend by the bidder with respect to project. Termination for convenience is not acceptable	Bidder has to comply with RFP Terms.
33	31	48. Order Cancellation/Termination of Contract:	48.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).	Notice period to be extended to 60 days.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
34	31	48. Order Cancellation/Termination of Contract:	48.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).	In any such eventuality, Bidder request that a cure period notice of 45-days (instead of 30-days termination notice) be given to bidder for curing the breach and in case the same is not cured within the cure period then Bank may terminate the applicable order. However the bidder does not assume an responsibility or liability for risk purchase clause.  Further, this clause should be restricted only to "material" breaches on the part of Bidder and not for any breach.	Bidder has to comply with RFP Terms.
35	32	49. Support:	49.6. Response Time and Meantime to Restore [MTTR] 49.6.1. Response Time and Meantime to Restore [MTTR] <u>49.6.2. Response Time shall be 5 minutes for DDOS attack alert and less than equal to 30 Minutes for other services and MTTR shall be 2 hours. Time specified above is from lodging of complaint.</u>	Request to change Mean Time to Restore (MTTR) to 4 hours instead of 2 hours	RFP Clause is modified as under: "49.6. Response Time and Meantime to Restore [MTTR] 49.6.1. Response Time and Meantime to Restore [MTTR] 49.6.2. Response Time shall be 15 minutes for both DDoS attack alert (detection & alert) & mitigation-post confirmation from Bank. Response Time less than or equal to 30 minutes for all other services as per RFP/Agreement/Contract and MTTR shall be 2 hours."
36	32	49. Support:	49.6. Response Time and Meantime to Restore [MTTR] 49.6.1. Response Time and Meantime to Restore [MTTR] <u>49.6.2. Response Time shall be 5 minutes for DDOS attack alert and less than equal to 30 Minutes for other services and MTTR shall be 2 hours. Time specified above is from lodging of complaint.</u>	request to change to 15 minutes for both for detection & mitigation-post confirmation from customer side	RFP Clause is modified as under: "49.6. Response Time and Meantime to Restore [MTTR] 49.6.1. Response Time and Meantime to Restore [MTTR] 49.6.2. Response Time shall be 15 minutes for both DDoS attack alert (detection & alert) & mitigation-post confirmation from Bank. Response Time less than or equal to 30 minutes for all other services as per RFP/Agreement/Contract and MTTR shall be 2 hours."
37	32	49. Support:	49.3. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.	Bank to clarify the scope as to when an on-site support engineer is required wrto DDoS Protection services, Please confirm as to what will be termed as an escalation.	Bidder has to comply with RFP Terms.
38	32	49.5	49.5. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.	Bank to elaborate as to what does IS Policy mean by	IS policy sands for Information Security Policy of the Bank.

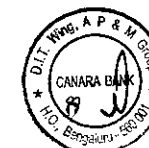


Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
39	32	49. Support:	<p><b>49.6. Response Time and Meantime to Restore [MTTR]</b>  <b>49.6.1. Response Time and Meantime to Restore [MTTR]</b>  <b>49.6.2. Response Time shall be 5 minutes for DDOS attack alert and less than equal to 30 Minutes for other services and MTTR shall be 2 hours. Time specified above is from lodging of complaint.</b></p>	<p>Request Canara Bank to modify the clause to Industry standard timelines of 15 minutes DDOS Alert notification timeframe                  Request Canara Bank to modify the clause to Industry standard timelines of 30 minutes DDOS Mitigation initiation response timeframe</p>	<p><b>RFP Clause is modified as under;</b>  <b>"49.6. Response Time and Meantime to Restore [MTTR]</b>  <b>49.6.1. Response Time and Meantime to Restore [MTTR]</b>  <b>49.6.2. Response Time shall be 15 minutes for both DDOS attack alert (detection &amp; alert) &amp; mitigation-post confirmation from Bank. Response Time less than or equal to 30 minutes for all other services as per RFP/Agreement/Contract and MTTR shall be 2 hours."</b></p>
40	33	53. Subcontracting	<p>The Selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.</p>	<p>Business team to confirm if they can take upon the obligation to notify in writing to the Purchaser for all subcontracts.                  Restriction on second tier Sub-Contracting: it is suggested that Vodafone has strict but flexible contracting relationships with its sub-contractors and any sub-contracting or sub-letting of works to its sub-contractors or agents or authorized representatives takes effect to the extent or for the purposes of performance of its obligations under the agreement with Purchaser. It facilitates Vodafone for -                  a) more flexibility;                  b) specialist expertise to the segments of work as per scope of work;                  c) better provisioning due to decentralization of work;                  d) prevention of work halt in certain areas while other part of work cease to continue;                  e) decrease interdependency of part performance of obligations of Vodafone and improve focus of core work product, in this case helps interaction among various segments of work and help achieve better service levels.                  Also, Vodafone exploits strict incentives and/or disincentives from its sub-contractors to the extent of immediate termination and effective business continuity plans without any traversed effect to the implementation of works under the tender.</p>	<p>Bidder has to comply with RFP Terms.</p>
41	33	54. Defect liability	<p>In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.</p>	<p>It is suggested that the supplier shall offer warranties to the extent permitted by law and disclaims all warranties related to merchantability, fitness of product. Though we shall be providing the highest quality of work with first class workman like with highest degree of quality, efficiency and current state of art technology /oil field practices in conformity with all specifications. Any defects due to causes attributable to the supplier, it shall be notified to the supplier where the supplier shall remedy the defect within a reasonable time. Failure to remedy such defect, the supplier s willing to offer service credits.</p>	<p>Bidder has to comply with RFP Terms.</p>
42	33	51. Scope Involved During Contract Period (if contracted):	<p>51.4. During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the bidder shall do the following:                  51.4.4. The support shall be given in person only.</p>	<p>Does in person support refer to on-site support, If so Bank to clarify the scope of on-site support wrto the Cloud DDoS Solution</p>	<p>Wherever Hand &amp; Feet support is envisaged</p>





Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
43	34	55. Intellectual Property Rights:	<p>55.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.</p> <p>55.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.</p>	<p>It is suggested that the provision of providing indemnity against violation of any third party claims for infringement of intellectual property rights including patent, trade mark, copyright, trade secret or industrial design rights be made mutual between the Vendor and the Bank.</p> <p>In case of any claims, suits or proceedings arising out of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary rights OR third party claim due to the use of services provided by the Successful Bidder or the use of license both Bank and the Service Provider shall indemnify each other mutually to the extent of the scope of each other's fulfilment of obligations under the License Agreement and any causation attributable to the indemnifying party thus, for the services specifically provided by the indemnifying party of such claim, suit or proceedings or third party claim. In each case of such third party claim, the indemnifying party shall provide all necessary defense and / or to assistance to the Indemnified Party in defending, at the Indemnifying Party's cost, such claims or actions, either in a legal proceeding or otherwise; provide and assist each other with all relevant data and information with regards to the said causation of that third party claim.</p> <p>Defence of Claims</p> <p>It is suggested that such assumption of defence of claim by the indemnified party in case of third party claim and any reasonable costs and expenses occurred shall be solely borne by the indemnified party.</p> <p>Any reimbursement of reasonable costs and expenses by the indemnifying party to the indemnified party prior to the assumption of such defense for it being incurred by the indemnified party shall not be acceptable due its nature of being vague and thus undecidable. All such costs and expenses shall be borne solely by the indemnified party. Once such defence against such claim or suit is assumed by the indemnifying party, it shall have full right to settle or compromise such claim without the consent of the indemnified party to the extent only if such settlement or compromise (1) does not entail any attribution/admission on the part of indemnified party that it violated any applicable law or infringed the rights of any person, (2) has no effect on any other claim against the indemnified party, (3) provides as the claimant's sole relief monetary damages that are paid in full by the indemnifying party, and (4) requires that the claimant release the indemnified party from all liability alleged in the third party.</p> <p>2. It is suggested that such assumption of defense of claim by the indemnified party in case of third party claim and any reasonable costs and expenses occurred shall be solely borne by the indemnified party.</p> <p>The indemnified Party shall have the right to appoint a counsel at its own costs and such appointment shall only be necessitated when there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party.</p>	<p>Bidder has to comply with RFP Terms.</p>



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
44	34	55	Intellectual Property Rights:	<p>If any such event trigger than the Bidder will at its sole option, (i) obtain for Customer the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives in this clause are not available, Bidder may so notify Customer and terminate such infringing Services without penalty to either Party.</p> <p>Further the overall liability for the Bidder for any such indemnification event should not exceed 12-months of the charges collected by the Bidder under the applicable order giving rise to such liability</p>	Bidder has to comply with RFP Terms.
45	35	57. Indemnity:	<p>57.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>57.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>57.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>57.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p>	<p>It is suggested that the Supplier shall only indemnify BANK for all direct damages in relation to the specific obligations performed under the contract by the Supplier.</p> <p>Supplier shall not be responsible for any damage caused for obligations not performed or not responsible to be performed by the Supplier under the contract.</p> <p>To the extent of causation of damages is attributable to the Supplier due to his gross negligence or omission or breach, the defect thus caused, if capable of being remedied, shall be remedied under a reasonable time upon notifying to Supplier for such causation by BANK.</p> <p>For indemnity in case of non-payment of taxes required to be made by the Supplier shall only extend to the taxes in respect of its own income and not of the income of BANK.</p> <p>Any dispute related to non-payment of material or services furnished to the Supplier shall be referred to dispute resolution process as agreed between the parties.</p> <p>With regards to suit, action, claim or proceedings, the revocation or suspension of any relief granted shall be the sole responsibility of the indemnitor with costs and expenses.</p> <p>The Supplier does not offer general indemnities (however, we can offer IPR indemnity and for breach of Applicable law, confidentiality and personal injury. And for deficiency of services the Supplier may offer Service Credits basis the SLA to be agreed between the Parties.</p> <p>The exception carved for General indemnities carved out to have a bilateral scope.</p> <p>Additionally, we propose mutual indemnity between Supplier and BANK</p>	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
				<p>for: -</p> <p>Each party shall indemnify, defend and hold the other party and its officers, directors and employees harmless against all actions arising under or in connection with,</p> <p>(a) injury to persons (including physical or mental injury, libel, slander and death) caused by the other or any of their officers, employees, representatives or agents;</p> <p>(b) loss or damage to real and tangible property, caused by the other party any of their employees, representatives or agents in breach of Confidential Information;</p> <p>(c) death or personal injury caused by other party's negligence;</p> <p>(d) loss or damage caused by any fraudulent pre-contractual misrepresentations on which the other party has relied.</p>	
46	35	58. Inspection of Records:	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	It is suggested that any inspection and audit shall be conducted only during normal business hours upon notice specifying the day/date. Such audit or inspection shall be conducted to the extent of permissibility and non-violation of Vodafone's applicable laws and regulations. Also, it shall be incumbent to share the details of such independent auditors before allowing the latter to enter into the service locations where the network architecture setup is established by Vodafone.	Bidder has to comply with RFP Terms.
47	35	60. Publicity:	Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.	Risk-Unilateral restriction on Vodafone to restrict itself from public announcement or media release about any aspect of the Contract. Proposition- We suggest to make this clause mutual in order to have bilateral scope.	Bidder has to comply with RFP Terms.
48	35	57	Indemnity:	<p>Bidder request deletion of indemnity for breaches, defaults / non-performance as bidder is already giving SLA for service related matters. Further Bidder requests deletion of clause which states that these indemnities shall survive termination, as these needs to be restricted till the contract is live.</p> <p>The indemnity obligation for IPR / thrid party claims should be restricted to claims when they come from those thrid parties and not from Bank.</p> <p>The liability of the Bidder in such cases have to be restricted to the most recent 12-months of charges collected pursuant to applicable order giving rise to such liability</p>	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
49	35	58. Inspection of Records:	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	<p>Bidder requests that inspection rights under this clause should be restricted only publically available financial information of the bidder and should not extend to other financial information which are not in public domain. The cost of any such inspection shall be born by Bank and shall be subject to auditors binding themselves with confidentiality obligation.</p> <p>The audit duration should not extend to 4 hours on any business day and shall be subject to bank giving 30-day prior written notice to Bidder of any such inspection and shall be subject to applicable Remote Hands Fee</p>	Bidder has to comply with RFP Terms.
50	36	62. Guarantees:	The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.	<p>Risk-Vodafone's obligations to provide comprehensive on-site warranty and Operations &amp; maintenance on all goods shall be partaken by Vodafone engineer's/representatives. Is there a commercial arrangement between Vodafone and OEM to facilitate Vodafone to subrogate/replace OEM for its obligations? Are we agreeing to this?</p> <p>Proposition- Vodafone Business Team to kindly take note that a bifurcation has to be made between goods supplied by OEM and Vodafone. Vodafone shall be liable only for the goods provided by it and can take responsibility for only those goods in terms of their warranties.</p> <p>Proposition- Vodafone Business Team to confirm Vodafone shall be liable only for the goods provided by it and can take responsibility for only those goods in terms of their technical support requirements.</p> <p>Risk- Any remedial action for default/defects by Vodafone shall be at Vodafone's expense and besides any claim/right Bank may have against Vodafone?</p> <p>Proposition- All such remedial actions shall only commence post notification of such defect/default by Bank to Vodafone, if such defect/default is attributable to Vodafone and such defective goods shall be repaired/replaced during a reasonable time period of correction. The goods supplied by Vodafone shall be of industry standards and specifics. User team to confirm if we are agreeing to any special warranties for the goods supplied?</p>	Bidder has to comply with RFP Terms.



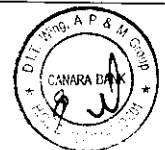
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
51	36	63. Confidentiality and Non-Disclosure:	63.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8. 63.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.	It is suggested to the Bank by the Bidder that the provisions of Confidentiality be subjected to certain exceptions such as-:  1. If the information becomes public knowledge other than by material breach.  2. If the disclosed information is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing Party.  3. If the information is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.  4. If the information is independently developed without access to any confidential information disclosed by the disclosing party.  5. If such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party.	Bidder has to comply with RFP Terms.
52	36	70	Force Majeure	It is suggested that the 'Force Majeure Event' should also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the Bidder incapacitated to perform under the contract without any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.	Bidder has to comply with RFP Terms.
53	36	60. Publicity:	Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.	Bidder proposes that it should be permitted to provide to any of its other customers or potential customers who are bound by a nondisclosure agreement access to a list of Bidder's customers and a generic description of the services purchased by such customers, which list may use Bank's trade name (but not trademark) and the Services purchased by Bank (provided that financial terms relating to the purchase shall not be disclosed)	Bidder has to comply with RFP Terms.
54	36	63. Confidentiality and Non-Disclosure:	63.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8. 63.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.	Bidder proposes confidentiality obligation to be mutual for both the parties	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
55	38	70. Force Majeure:	70.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	Bidder request that this should be within reasonable time but should not be restricted to timelimits	Bidder has to comply with RFP Terms.
56	40	73. Resolution of Disputes:	All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.	It is suggested that the parties should resolve their disputes by courts rather than going for arbitration proceeding, on the reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order. It is further suggested that both parties submit to the exclusive jurisdiction of court of Mumbai, India.	Bidder has to comply with RFP Terms.
57	44	Annexure-3 Eligibility Criteria Declaration Criteria no. b	<u>Eligibility Criteria:</u> The bidder/ISP must be a Tier - I provider and Category-A (class A) ISP license holder from DoT, Government of India. <u>Documents to be submitted:</u> Bidder has to provide self-certified letter for Tier - 1 provider.  Bidder has to necessary documents from DoT, Government of India for Cat-A ISP license holder.	Power Grid Corporation is an Class-A ISP having PAN India presence. We are service providers to various Govt. /PSU organizations and service partner in NKN project connecting various institutes, NIC DHQ PAN India. Keeping same into consideration, request to kindly relax on said clause enabling us for healthy participation. Letter for same being dispatched in hard copy.	<u>The Eligibility Criteria is modified as under:</u> The bidder/ISP must be a Tier-1/Tier-2 ISP (Internet Service Provider) and holding Category-A (class-A) ISP license from DoT, Government of India. <u>Documents to be submitted:</u> Bidder has to provide self-certified letter for Tier-1/Tier-2 ISP. In case of Tier-2 ISP, submit the following documents - i) network diagram depicting multi-homed Tier-1 ISPs connectivity & Internet Gateways. ii) declaration from the bidder that they will maintain multi-homed connectivity with Tier 1-ISPs for full contract period as per this RFP. Bidder has to submit necessary documents from DoT, Government of India for Cat-A ISP license holder."



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
58	44	Annexure-3  Eligibility Criteria Declaration  Criteria no. d	<u>Eligibility Criteria:</u> The ISP should have its own International Internet Gateway. <u>Documents to be submitted:</u> The Bidder has to provide the necessary document from DoT, Government of India.	Power Grid Corporation is an Class-A ISP having PAN India presence. We are service providers to various Govt. /PSU organizations and service partner in NKN project connecting various institutes, NIC DHQ PAN India. Keeping same into consideration, request to kindly relax on said clause enabling us for healthy participation. Letter for same being dispatched in hard copy.	The eligibility Criteria stands deleted.
59	53	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 1. The Bidder must provide dedicated 100 mbps and 50 Mbps Full duplex Internet Bandwidth with dual last mile connectivity each at bank Bangalore and Mumbai office - 1:1, uncompressed, Unfiltered and unshared. Link should support Voice, data, video.	Whether dual last miles will be configured as Active-Active (load sharing basis) or Active-Passive?	Active-Passive mode.
60	53	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 3. The Bidder must provide static /24 IPv4 for 100 mbps of Link and /28 for 50 mbps of link Public IP each at Bangalore and Mumbai office and /48 IPv6 Global IPs routable on Internet.	1) IPv4 IP Pool: Due to scarcity of IPv4 pool, providing /24 IPv4 Public IPs will be a challenge. Can this be changed to /28 Ipv4 Public IP pool? 2) IPv6 IP Pool: Can you specify the need for /48 IPv6 pool.	Bidder has to comply with RFP Terms.
61	53	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 8. Jitter - 10 milliseconds maximum. Average Round Trip Delay (Latency) to U.S.A. <=300, Average Round Trip Delay (Latency) to Singapore <=80 msec	Jitter commitment is normally provided on MPLS and not on Internet. We request you to remove this parameter.	Bidder has to comply with RFP Terms.
62	53	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 7. Latency must not be more than 10 Milliseconds from Bank (CE) router to Internet gateway provided to Bank by the service provider.	Bank's DC being in Bangalore request Bank to change the latency value to "not more than 25 Milliseconds"	Bidder has to comply with RFP Terms.
63	53	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 8. Jitter - 10 milliseconds maximum. Average Round Trip Delay (Latency) to U.S.A. <=300, Average Round Trip Delay (Latency) to Singapore <=80 msec	Request Bank to delete the Jitter commitment, this requirement being Internet. Request Bank to amend the Latency to Singapore ≤ 100ms	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
64	54	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 16. The bidder must have the capacity to increase and decrease the bandwidth on demand and such changes in bandwidth must be provisioned within 7 days.	Link delivery would be subject to bandwidth feasibility at the site. Hence we request you to provide time of 6 weeks for own last mile and 8 weeks for alternate service provider last mile	<u>RFP Clause is modified as under:</u> <u>"A. Specification of Internet Link:</u> 16. The bidder must have the capacity to increase and decrease the bandwidth on demand and such changes in bandwidth must be provisioned within 7 days on own Last Mile and other party Last Mile. In case the network equipments supplied at bank end does not support such increase then the same must be provisioned with 4 weeks for own Last Mile and 6 weeks time on other party Last Mile"
65	54	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 19. The ISP should ensure routing of Bank Bangalore office Public IPs to Bank Mumbai link and Bank Mumbai office Public IP to Bank Bangalore link for both Ipv4 and IPv6 as and when required by Bank.	Request Bank to elaborate the requirement	Any IPv4/IPv6 address range will be advertised from any one location i.e. Bangalore/Mumbai at one time.
66	54	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 22. Confirmation of availability of on-line fault detection mechanism of circuits/CPE at the service provider's NOC should be given along with the proposal/solution by the service provider.	Request Bank to clarify this - 'on-line fault detection mechanism'	Proactive monitoring of deployed service & solution
67	54	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 24. Voice/Video port/Protocol for Video Conferencing/Multimedia applications should be enabled as per the needs of the Bank.	Request Bank to elaborate the requirement. Normally there will not be any port/protocol disabled at the ISP end unless specified by the Regulatory Authorities.	Bidder has to comply with RFP Terms and as per regulations of ISP's regulatory authority.
68	54	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<u>A. Specification of Internet Link</u> 16. The bidder must have the capacity to increase and decrease the bandwidth on demand and such changes in bandwidth must be provisioned within 7 days	Request bank to provide minimum 15 days time for upgrade on own LM and 6 weeks time on other party LM.	<u>RFP Clause is modified as under:</u> <u>"A. Specification of Internet Link:</u> 16. The bidder must have the capacity to increase and decrease the bandwidth on demand and such changes in bandwidth must be provisioned within 7 days on own Last Mile and other party Last Mile. In case the network equipments supplied at bank end does not support such increase then the same must be provisioned with 4 weeks for own Last Mile and 6 weeks time on other party Last Mile"





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69	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>B. Managed Network Service Conversion of IPv6 protocol to IPv4.</b>	Request Bank to clarify on the need for the requirement so that it will help us to design the suitable solution	Bidder has to comply with RFP Terms.
70	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>B. Managed Network Service Conversion of IPv6 protocol to IPv4:</b> 3. The bidder/ISP should share the firewall and IPS services and should enable standard policies for IPv6 protocol for both Bangalore and Mumbai. (Prevention of DDOS attacks, Prevention of network reconnaissance and attacks, Prevention of IPv6/IPv4 address spoofing etc.) For the entire Internet traffic towards Bank network.	Request Bank to clarify this - what kind of firewall and IPS services are required?	<b>RFP Clause is modified as under:</b> <b>"B. Managed Network Service Conversion of IPv6 protocol to IPv4:</b> 3. The bidder/ISP should ensure network security for Bank's IPv4 & IPv6 traffic by deploying suitable network security devices at their infrasture (e.g. firewall, IPS etc.) and should enable standard policies for IPv4 & IPv6 protocol (Prevention of DDOS attacks, Prevention of network reconnaissance and attacks, Prevention of IPv6/IPv4 address spoofing etc.) for both Bangalore and Mumbai location"
71	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>B. Managed Network Service Conversion of IPv6 protocol to IPv4:</b> 5. The bidder should ensure reachability of IPv6 resources through Bank Mumbai office also.	Request Bank to elaborate the requirement	The RFP clause stands deleted.
72	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> <b>Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution:</b> 2. The proposed solution must have the mitigation capacity of at least 15 Gbps and should be scalable/burstable to handle any volume of DDOS attack traffic and should do on demand mitigation as and when required by Bank. Vendor shall have ability for infra to handle mentioned size of attacks to ensure that DDoS infra itself does not go down and become unavailable to Bank for mitigation.	Request Bank to define scalability of the solution (eg 30 Gbps/50Gbps). Any attack volume is open ended.	Bidder has to comply with RFP Terms.
73	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> <b>Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution:</b> 1. The Bidder must provide DDoS attack detection and protection (scrubbing) facility to the bank for all links/IPs and Bank's network number(s).	Request Bank to clarify on the No. of Links and the bandwidth of each link that needs DDoS Protection, Also Bank to clarify on whether the links are TATA or Non-TATA Links that needs protection, The respective Site details and its network connectivity diagram will help to design an apt solution	Links are as part of this RFP scope.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
74	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 2. The proposed solution must have the mitigation capacity of at least 15 Gbps and should be scalable/burstable to handle any volume of DDOS attack traffic and should do on demand mitigation as and when required by Bank. Vendor shall have ability for infra to handle mentioned size of attacks to ensure that DDoS infra itself does not go down and become unavailable to Bank for mitigation	TATA Communications will offer DDoS Protection services upto the subscribed capacity of 15 Gbps, If we observe Attack more than the subscribed capacity, then we will offer service on best effort basis only. Canara Bank to provide their comments on same if any	Bidder has to comply with RFP Terms.
75	55	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 4. The proposed cloud mitigation services provider must mitigate attacks originated within India locally inside the country. The primary Scrubbing center as well as Backup center should be in India. Bank Public IP must not be advertised outside the country to divert the legitimate traffic beyond the borders of the country.	It is recommended to have the Cloud Anti-DDoS Solution with a global scrubbing farm deployment in regions like Asia , Europe and America to do surgical mitigation to arrest DDoS Attack nearest to source rather than just limiting to Indian regions. As per the DDoS Attack Trend maximum DDoS Attack Sources originate from International regions like The USA, China, European regions etc., hence scrubbing farm deployment in International regions ensures that the Attack traffic gets arrested nearest to the originating international location rather than being carried to India choking the link all the way for scrubbing. Suggest Bank to modify the clause as "The service provider shall be able to mitigate attacks using their mitigation/scrubbing centres in India & International regions". Bank to comment on same.	<b>RFP Clause is modified as under:</b> <b>"C. ANTI-DDOS SOLUTION:</b> <b>Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution:</b> 4. The proposed cloud mitigation service provider must mitigate the attack at the origin or from the nearest scrubbing centre. The ISP (bidder) should have their own scrubbing centre in India. Bank's own public IPs or public IPs allotted for Bank's use (by bidder) must not be advertised outside India to divert the legitimate traffic beyond the borders of the country."
76	56	Annexure-10 Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 21. Solution should provide protection against different types of attack including following: • TCP SYN Flood • Spoofed TCP-SYN flood • SYN/ACK Reflection Flood • TCP ACK flood • Smurf attack • Ping flood • ping of death • ICMP Echo request flood • Teardrop attack • low rate denial of service attack • Mydoom • UDP Flood • Nuke • HTTP/HTTPS flood attack • DNS amplification attack • IP fragmented attack etc. System must be able to detect and block ICMP, DNS Floods, Botnets and any other type of DDOS attacks or similar attacks.	Request Bank to limit the scope to Layer3/4 DDoS attacks	The list is only for example not exhaustive. Bidder has to comply with RFP terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
77	56	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 20. The solution must be able to protect all internet protocols used including http, http/s, dns, smtp, ftp, ipsec etc.	The Cloud based Anti-DDoS Solution protects from Volumetric DDoS Attacks, Hope the understanding and requirement is same from the Bank, Bank to comment on same	Bidder has to comply with RFP Terms.
78	56	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 21. Solution should provide protection against different types of attack including following: <ul style="list-style-type: none"> <li>• TCP SYN Flood</li> <li>• Spoofed TCP-SYN flood</li> <li>• SYN/ACK Reflection Flood</li> <li>• TCP ACK flood</li> <li>• Smurf attack</li> <li>• Ping flood</li> <li>• ping of death</li> <li>• ICMP Echo request flood</li> <li>• Teardrop attack</li> <li>• low rate denial of service attack</li> <li>• Mydoom</li> <li>• UDP Flood</li> <li>• Nuke</li> <li>• HTTP/HTTPS flood attack</li> <li>• DNS amplification attack</li> <li>• IP fragmented attack etc.</li> </ul> System must be able to detect and block ICMP, DNS Floods, Botnets and any other type of DDOS attacks or similar attacks.	Request Bank to remove Mydoom as it is a Computer work/virus and is not classified under a DDoS Attack category, Also Low rate DoS Attacks are not classified under Volumetric Attacks , Request Bank to remove the same as well, The Cloud based Anti-DDoS Solution protects from Volumetric DDoS Attacks, Hope the understanding and requirement is same from the Bank, Bank to comment on same	Mydoom-infected hosts should not effect Bank with a flood of traffic resulting in Distributed Denial of Service attack.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
79	56	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 21. Solution should provide protection against different types of attack including following: <ul style="list-style-type: none"> <li>• TCP SYN Flood</li> <li>• Spoofed TCP-SYN flood</li> <li>• SYN/ACK Reflection Flood</li> <li>• TCP ACK flood</li> <li>• Smurf attack</li> <li>• Ping flood</li> <li>• ping of death</li> <li>• ICMP Echo request flood</li> <li>• Teardrop attack</li> <li>• low rate denial of service attack</li> <li>• Mydoom</li> <li>• UDP Flood</li> <li>• Nuke</li> <li>• HTTP/HTTPS flood attack</li> <li>• DNS amplification attack</li> <li>• IP fragmented attack etc.</li> </ul> System must be able to detect and block ICMP, DNS Floods, Botnets and any other type of DDOS attacks or similar attacks.	Request Bank to provide intricate details on protection needed from what type of DDoS Attacks to provide a best fit solution since "any other type of DDoS Attacks or similar attack" is a generic statement - Is it Volumetric, state exhaustion, L-3 & L-4 attacks or Application Layer & encrypted DDoS Attacks ?, Since the Cloud Solution can offer protection from Volumetric ,state exhaustion, L-3 & L-4 DDoS Attacks only, In case protection is required from Application Layer + Encrypted DDoS Attacks then a On-premise DDoS Equipment would be needed hand in hand with the Cloud Solution(Hybrid - Cloud+DDoS CPE Model), Request Bank to clarify the requirement?	Bidder has to comply with RFP Terms.
80	57	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 24. Regular testing of service and base lining must be undertaken in conjunction with the Bank at least half yearly to validate the operation of DDOS mitigation services.	Request bank to perform this from their end. Sify will support for this activity	Bidder has to comply with RFP Terms.
81	57	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>C. ANTI-DDOS SOLUTION:</b> Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution: 24. Regular testing of service and base lining must be undertaken in conjunction with the Bank at least half yearly to validate the operation of DDOS mitigation services.	Request Bank to clarify the scope of testing wrto Anti-DDoS Cloud Solution, Is it a DDoS Mitigation testing that needs to be performed	Bidder has to comply with RFP Terms.
82	57	Annexure-10  Technical Requirements for Internet Links with Secure DDOS Protection Solution	<b>D. REPORTING:</b> 3. In-depth reporting and online user portal including usage, attacks, protection, Report for blacklisted/whitelisted IP, Historical reports for all events must be available to bank. Bidder Shall provide customer with a web portal id and password to access the portal.	Blacklisted /Whitelisted IP Report can be provided to bank only during the DDos Mitigation run - time , Hope the understanding is same with the bank, Bank to comment.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
83	60	Annexure-13 Undertaking Letter Format	d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.	d. Request payment schedule to be changed to quarterly in advance term	Bidder has to comply with RFP Terms.
84	65	Annexure- 18 Bill of Material	Table A line item no. 4 4. /28 IPv4 Public IP from Service provider for 50 MBPS Link each at Bengaluru & Mumbai.	Minimum additional IPs - can be in buckets 8, 16, 24, 32, 40, 48 and so on	Bidder has to comply with RFP terms. (/28 IPv4 i.e. 16 IPv4 IPs each at Bengaluru and Mumbai)
85	80	7. SANCTIONS FOR VIOLATIONS	xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.	Bidder request that clause 7.1(xi) wherever applicale, be triggered for cases which are not in ordinary course of business	Bidder has to comply with RFP Terms.
86	82	10. FACILITATION OF INVESTIGATION	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,	Bidder proposes following alternative clause:  "In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine the publically available audited financial statements of the BIDDER and the BIDDER shall provide aforesaid information and documents in English and shall extend all possible help for the purpose of such examination"	Bidder has to comply with RFP Terms.
87	10, 11, 12 & 13	9	Scope of Work	1. 9.19, :- Web self-care portal access would be provided to customer to check their circuits utilization 2. 9.24-9.31 :- Need to check & have approval from product, solution & technology team and same should be implemented 3. 9.35 :- Need to have approval & checked with Service delivery team 4. 9.45 :- Need to check with product & solution 5. 9.49 :- Customer will be provided standard Service assurance escalation matrix 6. 9.51:- Need more clarity from customer on assistance and VF failure to render the services term	Bidder has to comply with RFP Terms. (Note : Irrelevant queries)

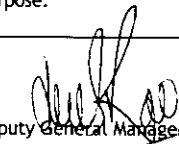


Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
88	2 & 17	Point no. 11 & clause no. 16. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:	11. Earnest Money Deposit(Refundable)- Rs. 25,00,000/- & 16.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.	Power Grid Corporation of India Ltd being a Navaratna PSU company request you for waiver from submission of EMD. Letter for same being dispatched in hard copy.	Bidder has to comply with RFP Terms.
89	28-29	43. Delivery, Installation, Configuration and Integration: & 45. Penalties/Liquidated Damages: & 45.2. Penalties/Liquidated damages for onsite resources:	43.2. The successful bidder should ensure installation, configuration, Integration and commissioning of the solutions and its component and complete all the works specified in the Scope of Work at the bank branch/office within 4 weeks from the date of delivery of all the materials for each ordered locations. 43.3. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware/software items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC (if contracted) should be applicable to the altered locations also. 45.1.1. Non-compliance of the Supply/delivery clause (43.1) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise. 45.1.3. However, the total Penalty/LD to be recovered under above clauses 47.1.1, and 47.1.2 shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes). In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.	It is suggested that prior imposition of any penalty (mentioned under this RFP) or liquidated damaged by the Bank upon Successful Bidder, such delay be duly notified to the Bidder by the Bank beforehand and a reasonable time period be given to cure such delay/defect and such delay should not be due to actions/reasons not attributable to the Bidder or under control of any uncontrollable event such as force majeure. If the delay is attributable to the Bidder, we instead propose to issue service credits in lieu of penalty or liquidated damages. Proposition- The Purchaser, may only increase the ordered scope of Services which may include but are not limited to addition of new locations or shifting of existing locations to other locations, as agreed by the Bank from the next calendar month, and shall be done so only by giving a (XX) days prior written notice to the Bank prior to the provision of said services. Each such Change Order request shall be a separate requirement of service and the cost of such Service along with the time required for Bank's performance of such Service set forth therein shall be deemed to be a new requisition order. Vodafone Business Team is requested to have a thorough examination of this provision and hence, confirm their commercial viability for the Change Orders. We understand that time is of the essence and it shall verily be vital for the completion of work by Vodafone. Liquidated Damages/Penalty shall not be acceptable since there has to be preventive mechanism to determine the loss of time between the parties towards delivery and any such loss should be documented with a prior notice to be given by Bank to the successful bidder and a reasonable opportunity be granted to rectify such delay and catch up with the lost time. Any such attributable delay in delivery on account of successful bidder shall also be met with service credits to Bank post any non-fulfilment of rectification of delay. It is suggested that upon such default, the bidder should be given reasonable time to remedy such failure/ delay post prior notice for such delay/failure by the Bank to the bidder. The penalty should be imposed only after vendor fails to rectify the default after failing to remedy such default. Also the clause fails to address the concern when the default is due to force majeure event or for the reasons attributable to The Bank. The bidder cannot be held liable for penalty in case the default is due to force majeure event or reasons attributable to Bank.	Bidder has to comply with RFP Terms.
90	NA	NA	Successful Bidder need to do a POC	Need to explain.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
91	NA	NA	GENERIC DDOS SIZING QUERIES	<p>1. Does the Bank need to protect TATA Links/ Non-TATA Links as well, If so Please provide details on the No. of links, This will help to determine the no. of DDoS profiles to be built and also for proposing an apt DDoS Solution.</p> <p>2. What is the Link Bandwidth of each link.</p> <p>3. Does 15 Gbps refer to the pooled DDoS mitigation capacity for all Links that needs protection?</p> <p>4. How many edge routers does the Bank have where the clean traffic has to be delivered while mitigating an Attack, Does the edge router support GRE Protocol?</p> <p>5. In case the Bank wants protection on Non-TATA Links and also for segments that are advertised on a Non-TATA Peerings, Are the segment size equal to greater than /24 IPV4 and does the edge routers support export of Netflow, SFlow or JFlow ?</p> <p>6. Bank to clarify on whether DDoS protection is needed for IPV6 as well; Below are details on IPV6 OFFNET (For protecting Non-TATA Links) DDoS Detection and Mitigation;</p> <p>1. DDoS OFFNET IPV6 Detection: IPV6 Netflow details can be exported from IPV4 Source IP Address to IPV4 Destination IP Address. Pre-requisite: Bank has to export the IPV6 details from an IPV4 source IP only and not via a IPV6 Source IP</p> <p>2. DDoS OFFNET IPV6 Mitigation: IPV6 OFFNET Mitigation can be performed provided following pre-requisites are met; Pre-requisites: The customer should have a minimum of /48 IPV6 Address to add under protection. A router that supports GRE and forwards net-flow (or equivalent info) to Cloud DDoS service Bank must have own AS number or control on the respective /48 segment Bank will have to withdraw route from the existing ISP and then we inject BGP route to direct traffic to our Cloud DDoS service Hope the above pre-requisites are met, Bank to confirm.</p>	Bidder has to comply with RFP Terms.
92	NA	NA	Additional Query	Please specify the complete DC DR postal address along with floor number and rack number where the link is planned to be terminated for feasibility purpose.	Banks will facilitate site visit for feasibility purpose.

Date: 26/02/2018  
Place: Bengaluru

  
Deputy General Manager

