

Sl No	Page No of RFP	Clause No	RFP Clause	Bidder's Query	Response to Query
1	13	9	9.51 b. 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.	On failure of Bidder to supply the services, Bidder has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bidder's sole remedy for any service failure shall remain limited to penalties/liquidated damages.	Bidders to Comply with RFP Terms & Conditions
2	27	34	34. Proposal Ownership:	Bidder proposes that each party should retain proprietary ownership over the documents submitted by them. Other party's use of the same should be subject to confidentiality obligation.	Bidders to Comply with RFP Terms & Conditions
3	29	37	37.4. The Selected Bidder to enter into bipartite agreement with Karnataka GraminBank as per the agreement format shared by the Bank with the selected bidder.	Bidder requests Bank to share bipartite agreement being referred herein for our legal review?	Bidders to Comply with RFP Terms & Conditions
4	33	45	45. Penalties / Liquidated Damages:	Both parties agree to mutually discuss LDs applicable to this deal and must be capped to 5% of annual contract value. Further, LDs shall only apply in cases where failure is solely attributable to Bidder and at no fault of Bank or other third party. Also, we propose to amend clause to include additional 30 days' time period must be provided prior to levy of LD and LD must be sole and exclusive remedy wrt Bidders failure to provide services in question by the due date.	Bidders to Comply with RFP Terms & Conditions
5	34	46,47	46. Pricing & Payments; 47. Payment Terms	We propose to add payment term of 30 days i.e., bank shall pay all amounts due within thirty (30) days from the date of invoice, to the bank account designated by Bidder, from time to time. Bidder reserves the right to charge interest@1.5% pm on delayed payments, from the due date to the date of actual payment. TCL has payment term of Quarterly in advance.	Bidders to Comply with RFP Terms & Conditions
6	35	48	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 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.	Encashment of PBG by Bank must only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Bank/other third party.	Bidders to Comply with RFP Terms & Conditions
7	35	48	48.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 48.2.1. Non submission of acceptance of order within 7 (Seven) days of receipt of order. 48.2.2. Excessive delay in execution of order placed by the Bank. 48.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 48.2.4. The bidder goes in to liquidation voluntarily or otherwise. 48.2.5. An attachment is levied or continues to be levied for a period of 7 (Seven) Days upon the effects of the bid. 48.2.6. The progress made by the selected bidder is found to be unsatisfactory. 48.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.	On failure of Bidder to supply the services, Bank has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bank's sole remedy for any service failure shall remain limited to penalties/liquidated damages	Bidders to Comply with RFP Terms & Conditions
8	39	48	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 (Seven) days prior notice to the bidder.	On failure of Bidder to supply the services, Bank has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bank's sole remedy for any service failure shall remain limited to penalties/liquidated damages	Bidders to Comply with RFP Terms & Conditions

9	39	48	<p>48.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.</p>	<p>On failure of Bidder to supply the services, Bank has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bank's sole remedy for any service failure shall remain limited to penalties/liquidated damages</p>	<p>Bidders to Comply with RFP Terms & Conditions</p>
10	40	57	<p>57.2.2. The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>57.3. Bidders aggregate liability shall be subject to an overall limit of the total Cost of the project.</p>	<p>Bidder is unable to accept unlimited liability for IP infringement claims and hence, requests that Bidders liability for infringement of intellectual property rights (IPR) should be capped to 12-months of charges collected by Bidder under the applicable order giving rise to such liability. Indemnity must be limited to proven direct damages.</p> <p>Bidder propose incorporating following additional clause in the contract: Bidder shall not be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services arising out of the performance or failure to perform under the contract, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN RFP/NDA, BIDDER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS RFP/NDA, SHALL BE LIMITED TO THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.</p>	<p>Bidders to Comply with RFP Terms & Conditions</p>
11	41	58	<p>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>	<p>Bidder requests that clause be amended to cover following aspects:</p> <ul style="list-style-type: none"> • Bidder records wrt matters covered by this RFP shall be made available to the Bank, subject to Bank providing not less than 30 days' prior written notice to Bidder or its designees of any such audit, at any time during normal business hours, to audit, examine the relevant data. • Such audit will be subject to Bank and auditors entering into confidentiality agreement with the Bidder and no conflict of interest. • The auditors would be permitted to submit their findings to the Bank. • The cost of the audit to be borne by the Bank. • The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection/audit. • The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing Bank access to Bidder's facilities and personnel during the audit. • The audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance. • Bidder shall not provide any information related to books of accounts/financial data. 	<p>Bidders to Comply with RFP Terms & Conditions</p>
12	42	67	<p>67. Negligence: In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.</p>	<p>On failure of Bidder to supply the services, Bank has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bank's sole remedy for any service failure shall remain limited to penalties/liquidated damages.</p>	<p>Bidders to Comply with RFP Terms & Conditions</p>
13	62	Annexure 10, Point#10	<p>Internet link must be delivered up to Bank router on Ethernet Multimode Fiber optic link.</p>	<p>Please share if the Internet link can terminate on Bidders provided L3 Device (CPE Router) and shall be managed Internet link instead of unmanaged Internet link to ensure required SLA is met</p>	<p>Bidders to Comply with RFP Terms & Conditions</p>
14	61	Annexure 10, Point#2	<p>The Link must have dual last mile from different POPs (one from own and another from different service provided) however the bidder will be responsible to maintain and monitor the end-to-end connectivity on 24x7 basis so as to meet the committed SLA.</p>	<p>Please share if both IP Ports can be from same vendor but will ensure Last mile diversity (from alternate Service provider)</p>	<p>Bidders to Comply with RFP Terms & Conditions</p>

15	61	Annexure 10, Point#2	The Link must have dual last mile from different POPs (one from own and another from different service provided) however the bidder will be responsible to maintain and monitor the end-to-end connectivity on 24x7 basis so as to meet the committed SLA.	Please share if the dual links at DC & DR will be Active/Passive or Active/Active	The Dual Links at DC & DRC Will be Active / Passive with High Availability
16	61	Annexure 10, Point#3	The Bidder must provide static /24 IPv4 for 50 Mbps of Link at Bangalore and /24 for 25 Mbps link Public IP at Mumbai office and /48 IPv6 Global IPs routable on internet	As per Point#3 and 14, The bidder will initially provide IP Address at DC/DR sites and later help bank procure IP Address from APNIC/IRINN and the successful bidder unconditionally shall have to configure/Route these IP addresses and on successful commissioning of Bank owned IP addresses, Bidder/ISP shall withdraw their own addresses. Please share the duration for which the Bidder gas to provide IP Address?	Bidders to Comply with RFP Terms & Conditions
17	62	Annexure 10, Point#14	Bank desires to own public IPs of /24 subnet for which Bidder should facilitate for procurement of the same from APNIC/IRINN. In this case on demand from the Bank, the successful bidder unconditionally shall have to configure/Route these IP addresses and on successful commissioning of Bank owned IP addresses, Bidder/ISP shall withdraw their own addresses.	As per Point#3 and 14, The bidder will initially provide IP Address at DC/DR sites and later help bank procure IP Address from APNIC/IRINN and the successful bidder unconditionally shall have to configure/Route these IP addresses and on successful commissioning of Bank owned IP addresses, Bidder/ISP shall withdraw their own addresses. Please share the duration for which the Bidder gas to provide IP Address?	Bidders to Comply with RFP Terms & Conditions
18	62	Annexure 10, Point#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 the bank end does not support such increase then the same must be provisioned within 4 weeks for own Last mile and 6 weeks time on other party Last mile.	Request Bank to change this clause and include Burstable bandwidth option on the internet Link. The IP port at DC and DR can be provisioned based on Bandwidth required on Day1 and can support burstability upto maximum of 10 times provided the last Mile is factored considering burstability of IP port.	Bidders to Comply with RFP Terms & Conditions
19	64	Annexure 10, B, Point# 3	The bidder/ISP should ensure network security for Bank's IPv4 & IPv6 traffic by deploying suitable network security devices at their infrastructure (eg. 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.	Please share if the scope includes provisioning of Firewall with IPS, UTM functionality at DC and DR respectively and if the Firewall appliance will be managed by the Bidder/ISP.	Bidders to Comply with RFP Terms & Conditions
20	66	Annexure 10, Point# 21	Solution should provide protection against different types of attack including following: <ul style="list-style-type: none"> □ 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. (The list is only indicative not exhaustive)	Please share if the scope includes protection against Application Layer DDOS attack as well apart from L3 and L4 DDOS attacks? If yes, please share the mitigation bandwidth to be provisioned for Application layer attack.	No Application Layer, Hence HTTP/HTTPS flood attack Stands deleted from the clause. Only Layer 3 & Layer 4 attacks to be protected
21	66	Annexure 10, Point# 22	Real time attack/ threat detection of emerging internet based cyber-attacks and mitigation of the same by taking corrective action in co-ordination with Bank.	Please share if the scope includes secure internet browsing for incoming traffic or outgoing traffic or both.	Anti DDOS Solution is intended for incoming traffic to the Banks.
22	27	33	Bid validity period	Bid validity period needs to be 60 days instead of 180 days.	Bidders to Comply with RFP Terms & Conditions

23	10	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. 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 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 teams	As an ISP under TRAI, bidder cannot originate the attack. We can work with the customer to simulate the attack. Customer has to arrange a Third party with no cost to the bidder.	Bidders to Comply with RFP Terms & Conditions
24	11	9.27	Bidder should ensure Real time event correlation for Multi Vector attack.	Please confirm if this is related to SIEM?	Bidder should ensure Real time event correlation for Multi Vector attack for Internet Links
25	19	17	Make and Models; Software Version; Documentation	As per Sec 8.2.4 of the RFP - This is Onnet Cloud DDOS Requirement. As we have multi OEM environment , this is not applicable for DDOS.	Bidders to Comply with RFP Terms & Conditions
26	35	27	35. Project Ownership:	As per Sec 8.2.4-This is onnet cloud DDOS Requirement. There is no dependence of OEM in this requirement. This is not applicable for DDOS	Bidders to Comply with RFP Terms & Conditions
27	31-32	43	Delivery, Installation & Maintenance:	Hardware not involved for DDOS. No requirement for DDOS Product for back to back agreement with OEM.	Bidders to Comply with RFP Terms & Conditions
28	32	43.2	The successful bidder should ensure the 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 Two (2) weeks from the date of delivery of all the materials for each ordered locations	DDOS timeline depends upon link delivery. And DDOS implementation takes 14 days. Request to increase this time to 4 weeks	Bidders to Comply with RFP Terms & Conditions
29	41	62	62. Guarantees:	As this is DDoS Solution, this clause will not apply to the Bidder.	Bidders to Comply with RFP Terms & Conditions
30	9	8.2.1	Dedicated 50 Mbps and 25 Mbps full duplex Internet Bandwidth with dual last mile connectivity at Bank DC at Bengaluru & DRC in Mumbai.	Please confirm if the dual fiber last mile be active-active or active-passive?	The Dual Links at DC & DRC Will be Active / Passive with High Availability
31	12	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 link for 7 days.	Bidder suggest that Acceptance test to be finalized within 48hrs or 2 days	Bidders to Comply with RFP Terms & Conditions
32	61	ANNEXURE -10 A.Specification of Internet Link Sr.No.3	The Bidder must provide static /24 IPv4 for 50 Mbps of Link at Bangalore and /24 for 25 Mbps link Public IP at Mumbai office	Since the IPv4 address space is getting exhausted, request Bank to change the IPv4 requirement to /28 subnet for Mumbai and Bangalore.	Bidder to refer revised RFP terms- Amendment -2
33	62	ANNEXURE -10 A.Specification of Internet Link Sr.No.7	Latency must not be more than 10 milliseconds from Bank (CE) router to Internet gateway provided to Bank by the service provider.	Request Bank to clarify the latency mentioned in from CE router to ISP's Internet PE router.	Latency must not be more than 10 milliseconds from Bank (CE) router to ISP's PE Router
34	62	ANNEXURE -10 A.Specification of Internet Link Sr.No.8	Jitter - 10 milliseconds maximum.	Jitter is not committed on Internet links. Request Bank to delete this clause.	Bidders to Comply with RFP Terms & Conditions
35	63	ANNEXURE -10 A.Specification of Internet Link Sr.No.21	a) Availability: 99.99% or above on monthly basis d) Packet loss: less than 0.05%	Request Bank to change the uptime to 99.9% and Packet loss to less than 0.5%	Bidder to refer revised RFP terms- Amendment -2
36	64	ANNEXURE -10 B.Managed Network Service Conversion of IPv6 protocol to IPv4 Sr.No.4	The bidder must maintain syslog and ship the logs for both Bangalore and Mumbai location to Bank on Monthly Basis.	Request Bank to elaborate on this requirement.	Bidders to Comply with RFP Terms & Conditions
37	64		DDoS Scrubbing Capacity	What is maximum DDoS mitigation capacity expected. It can not be any volume of DDoS Attack.	Bidders to Comply with RFP Terms & Conditions

38	65	Point 11	Vendor's solution should automatically learn and adapt to changes in Bank traffic profile. The solution must identify attacks based on recent Bank traffic profile and not based on static Bank profile.	Vendor's solution should automatically learn and adapt to changes in Bank traffic profile. The solution must identify attacks based on recent Bank traffic profile and not based on static Bank profile. The solution must Detect and Mitigate Zero day DDoS Attack within 20 Seconds by creating Automatic Real-time signature and it must be published in Vendor's public Portal.	Bidders to Comply with RFP Terms & Conditions
39	65	Point 9	The proposed cloud mitigation must have ability to block traffic based on protocol analysis, signature based analysis, known bad actors, specific botnet signatures, intelligence feed and should be up to date on very latest threats.	The proposed cloud mitigation must have ability to block traffic based on protocol analysis, signature based analysis, known bad actors, specific botnet signatures, intelligence feed and should be up to date on very latest threats. The vendors solution must have at least 3000 Known Signatures available on the solution. Vendor must supply adequate information for the same.	Bidders to Comply with RFP Terms & Conditions
40		New Clause Suggested by one of the Bidder	New Clause Suggested by one of the Bidders	The Vendors DDoS Solution must have deployed at least 5 Indian Government national Banks.	No Change in the RFP Terms & Conditions
41		New Clause Suggested by one of the Bidder	New Clause Suggested by one of the Bidders	The vendors DDoS solution must be able to provide historical report more than 90 days	No Change in the RFP Terms & Conditions