




		BANK'S RESPONSE TO PRE-BID QUERIES - RFP FOR PROCUREMENT OF PROXY SOLUTIONS			
		REF No. IDBI/PCell/RFP/2018-19/019 dated 13-November-2018					
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response		
1	6		Schedule for receipt of bids	Bidder requests Bank to provide at least 15 working days from the date of publishing the reply to pre bid queries	Refer to Corrigendum		
2	6	Schedule for receipt of Bids		03-Dec-18 we have couple of bids submission during these dates so kindly provide an extension till 13th DEC-2018.	Refer to Corrigendum		
3	6	Earnest Money Deposit (EMD)	A Bid Security of Rs.2,00,000/- (Rupees Two Lakhs Only) by way of demand draft or pay order in favour of 'IDBI Bank Limited' payable at Mumbai only, to be submitted along with the Bid.	Please provide option of submitting EMD in the form of BG.	No Change in RFP terms		
4	9	3.3 (iv)	In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.	Bidder requests that the EMD amount shall not be forfeited for inability of the parties to reach a mutual agreement on the applicable terms and conditions	No Change in RFP terms		
5	9	2.1	The purpose of this RFP is to invite Bids from Bidders for procurement of Proxy Solution for IDBI Bank as per Scope of work and Technical Specifications given in this RFP.	Are there any existing proxy solutions? Which OEM/brand?	No		
6	11	7.5	The proposed solution (at least two Proxy solutions - Appliance based) must have been implemented by respective OEM/ ASP/ SI in a BFSI environment with 100 branches/ offices in India during last three years up-to 31.03.2018. (PO/ Invoice / Satisfactory certificate from client to be submitted/ Authorized person's Email directly marked by the client to IDBI. Details to be furnished along with the references and Self-Declaration from OEM about their SIs/ASPs with their rating (Gold/Tier-1 or Silver/Tier-2), if the SI / ASP is submitting the POs). IDBI reserves the right to verify the reference"	<b>Request bank to make changes as per the bold and underlined points</b> - The proposed solution (at least <b>one</b> Proxy solutions - Appliance based) must have been implemented by respective OEM/ ASP/ SI in a BFSI environment with 100 branches/ offices in India <b>during last three years</b> . (PO/ Invoice / Satisfactory certificate from client to be submitted/ Authorized person's Email directly marked by the client to IDBI. Details to be furnished along with the references and Self-Declaration from OEM about their SIs/ASPs with their rating (Gold/Tier-1 or Silver/Tier-2), if the SI / ASP is submitting the POs). IDBI reserves the right to verify the reference"	No Change in RFP terms		
7	12	7.12	7.12. Micro and small Enterprises - Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible (Copy of MSME/NSIC registration to be submitted)	We are an MSME registered organization and EMD is exempted as per Govt notification. We request if MSME Certificate can be accepted for EMD exemption. (MSME Certificate attached)	Copy of MSME/NSIC registration to be submitted.		
8	13	9.5	The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.	The Parties to agree to the sign the contract based on mutual agreed terms and conditions For clarity, Bidder submits that the terms & conditions, Bid Documents or the bid terms shall be subject to the deviations proposed by Bidder.	No Change in RFP terms		


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9	14	9.14	In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to the Bank.	Bidder request that any decrease or increase of prices due to technological obsolescence / change if product model should be mutually discussed and agreed subject to terms and conditions of the bid	No Change in RFP terms
10	14	9.21	The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.	Since as per clause 9.19 the prices are to be quoted exclusive of taxes , therefore in case there is any change in the applicable tax rate at the time of supply as compared to that at the time of bidding ,the same will be passed on to the bank .	No Change in RFP terms
11	15	10.3	Support and AMC payments would be made quarterly in advance on Production of invoice and delivery of satisfactory services in the previous quarter.	as Partner has to pay upfront payment, request you to read clause as "Support and AMC payments would be made yearly in advance on Production of invoice and delivery of satisfactory services in the previous quarter."	No Change in RFP terms
12	15	10.5	For settlement of payments, successful vendor should preferably open savings/current account with IDBI Bank/branch.	Need Clarification on this. Is this mandatory to open account with IDBI Bank/branch?	Its preferably .
13	15	10.2	Payment for procurement of Proxy licenses would be made on submission of invoices and report of delivery/commissioning of licenses.	Request bank to specify within how many days the payment will be released after submission of Invoices	within 30 days after submission of Invoice alongwith required documents mentioned in the RFP.
14	15	10.5	Payments may be withheld in case all the deliverables are not met and will be based on SLA terms.	Bidder understands that withholding will only be limited to the portion of the work that has not been performed or for which penalty needs to be deducted from the invoice. Bidder also understand that within a reasonable period of time of the receipt of the invoice, Customer will inform the Bidder of the portion of the invoice that is proposed for withholding along with the reasons for the withholding and the remaining undisputed portion of the invoice will be paid as per the agreed payment terms.	No Change in RFP terms
15	15	10 Payment terms	Payment for procurement of Proxy licenses would be made on submission of invoices and report of delivery/commissioning of licenses. The warranty, if any for the procured licenses will start after Commissioning /Installation of hardware and licenses at server end	Please confirm the payment terms of the appliance. Is it 100% on delivery of equipment	Refer to Corrigendum
16	15	Payment terms (Supply of product/licenses)	Payment for procurement of Proxy licenses would be made on submission of invoices and report of delivery/commissioning of licenses	Kindly provide the payment terms as 90% against delivery & 10% against installation/commissioning	No Change in RFP terms
17	15	10.3	Support and AMC payments would be made quarterly in advance	Please keep the support payment terms as yearly advance from 1st year to 5th year because we do the support back align with OEM & OEM payment terms are yearly advance.	No Change in RFP terms


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18	15	10	10. PAYMENT TERMS: Payment for procurement of Proxy licenses would be made on submission of invoices and report of delivery/commissioning of licenses.	We understand 100% payment would be released on submission of invoices and report of delivery/commissioning of licenses.	Refer to Corrigendum	
19	15	10.3	Support and AMC payments would be made quarterly in advance on Production of invoice and delivery of satisfactory services in the previous quarter	We request Bank to release support and AMC payments yearly in advance, since as all the OEM billing happens as per yearly and not quarterly	No Change in RFP terms	
20	16	11.1	Delivery and installation of Proxy solution will be at DC- Belapur, DR- Chennai and DC Treasury- Belapur within 12 (Twelve) weeks from the date of release of PO.	Request bank to change this clause to Sixteen (16) Weeks from the date of release of PO	Refer to Corrigendum	
21	16	10.9.2	IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.	Bidder understands that withholding will only be limited to the portion of the work that has not been performed or for which penalty needs to be deducted from the invoice. Bidder also understand that within a reasonable period of time of the receipt of the invoice, Customer will inform the Bidder of the portion of the invoice that is proposed for withholding along with the reasons for the withholding and the remaining undisputed portion of the invoice will be paid as per the agreed payment terms.	No Change in RFP terms	
22	22	5.5 Bid Prices	The unit prices quoted commercial Bid will be used to calculate the price for further orders over and above the projected quantities, if any	Any revision in the dollar rate of +/- 2% will have to be factored during PO release	No Change in RFP terms	
23	28		The proposed solution (atleast two proxy solution- appliance based ) must have been implemented by respective OEMs/ASP/SI in a BFSI enviornment with 100 branches/ offices in India during last three years upto 31/3/2018.	Please remove the date.	No Change in RFP terms	
24	29	9	Solution/appliance to provide High Availability (HA) and Load Balancing functionality and must have RAID redundancy (for hard drives), network redundancy (for management network interfaces) and Power-Supply and Fan module redundancy	Our understanding is the entire solution is to be proposed in HA. In DC if one appliance fails the other appliance should take over. If DC site fails, traffic to be diverted to DR location. Is our understanding correct ?	Appliance / Proxy solution to work in round-robin fashion and from all the setup (DC, DR and DC Tresuary)	
25	29	13	The solution should be able to detect data theft even if the malware sends the data through image files.	This is a DLP feature and very specific to OEM. Our proxy solution is capable of integrating with external DLP solution via ICAP protocol for identifying data leak. Request to remove this point as it is DLP specific.	This point will remove as this is pertaining to DLP functionality	
26	29	15	Solution should integrate with APT solution (Trend Micro)	This is very specific to one OEM only. We would request the bank to remove this point as integration with Trend APT would be possible only with trend micro gateway security solution.	No Change in RFP terms	

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27	29	13	The solution should be able to detect data theft even if the malware sends the data through image files	Please note the feature is related to DLP Solutions , therefore bidder requests deletion of the clause	Refer to Corrigendum	
33	30	Anti-Virus and Anti-Malware -Pt 22	Solution to provide inline Anti-Virus and Anti-Malware inspection and prevention	Suggested changes.Solution to provide inline Anti-Virus and Anti-Malware inspection and prevention On premise.The AV and AntiMalware Inspection must be integrated within Proxy Appliance or separate and must be deployed in High Availability (Active-Active). The AntiVirus solution must be separate from the existing AV vendor used by the Bank	No Change in RFP terms	
29	30	23	Solution shall provide forensic evidence on the infections activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviors, malware type, severity, source and destination of attack	Packet capturing is not a feature from Proxy solution. PCAP can be enabled for troubleshooting purpose and is to be turned off. Is IDBI looking for continuous packet capture ? Continuous packet capture would require a dedicated Network & Analytics components which would require additional H/W & storage based on the banks retention policies & has to be treated separately from the proxy scope.	Refer to Corrigendum	
30	30	25	The solution should have dual anti-malware engines (Signature and Heuristics based) and should also have capabilities to inspect malware embedded in PDF files.	This is a good security point. Will IDBI require two AV engines to be active simultaneously ? If yes, in the point please mention to have enterprise grade AV / antimalware vendors listed in gartner leader or challenger quadrant. Having a free Antimalware engine will not guarantee zero day protection and periodic updates.	Solution should have capabilities to detect and prevent known, zero day and behavior based, malware embedded in PDF files etc. irrespective of number of engines OEM uses.	
31	30	26	The solution should be able to identify malicious traffic pattern generated by Malware infected PC in order to prevent future data leakage by the malware	Our solution have the capability to identify malware generate or malware based traffic using our intelligence feeds. Identifying data leak is task of DLP engine and this is a DLP feature.Our proxy solution is capable of integrating with external DLP solution via ICAP protocol for identifying data leak. We request you to modify this point & remove the DLP data leakage clause.	Expectation is to detect and prevent any malware who involves into such activities	
32	30	point No.18	A solution should support hostname resolution through either NetBios Lookup or reverse DNS. (Asset Identification).	RDNS is required to fetch System Name or Some other Information.	To fetch system name	
33	31	40	Solution should have capabilities to collect suspected file and submission from Console	This is a feature is of ATP solutions. Kindly remove this point.	Refer to Corrigendum	
34	31	32	Solution should be able to apply same policies / restrictions while User in roaming profile	We need to know the number of roaming users. We would also like to know data residency criteria for these roaming users.	200 Users	


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35	31	General Features and Policies -pt 34	Solution should be able to restrict User to access internet for given limited time period, for example in 30days user can access internet for 30 hours (surfing Quota).	Requested change :- Solution should be able to restrict User to access internet by expiry period or by time based quota	Refer to Corrigendum
36	31	General Features and Policies -pt 35	Solution should be able to restrict Users to download certain amount of data, for example a user can be restricted to use not more than 10 GB data during a time interval	OEM specific point. Hence requested to remove the clause	No Change in RFP terms
38	31	48(Technical bid evaluation format)	The bidder should have a 24x7 365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company	Please clarify whether the bidder is required to provide on site operational support manpower to log the calls and the duration .	No onsite operational support is required but OEM/SI to support as per SLA and TAT mentioned in the RFP
39	33	22.4	Payment of stamp duty would be as per applicable laws in the State of Maharashtra.	Need Clarification on this.	Legal documents will be submitted by the successful vendor on award of contract and stamp duty will be paid by the bidder as per Maharashtra stamp duty Act.
40	33	22.5	The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.	Need Clarification on this.	Successful Bidder should bear all the costs and expenses for the execution of legal documents which are stipulated in the RFP.
41	33	22.1	After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents.	Bidder understands that the Contract being referred to herein is a written contract that will contain the mutually agreed terms and conditions	No Change in RFP terms
42	33	22.6	The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.	Bidder proposes the following: 1. Any termination should be subject to a test of materiality. 2. A cure period of 60 days is afforded to remedy such material breach or default. 3. A failure to cure is attributable to reasons solely within the control of the service provider.	No Change in RFP terms
43	34	23.4	The Performance Bank Guarantee (PBG) should be valid for a period of 66 months (5 Year contract period including warranty & AMC Support + 6 months claim period) from the date of issue of PBG. The PBG will have to be renewed /resubmitted with fresh validity and claim period in case of extension of the contract.	Within 15 days of the date of signing the contract, the successful Bidder shall submit the performance Bank guarantee for the value equivalent to 10% of total contract value and shall be valid for the duration of the contract. Any grace/additional period shall be allowed for the validity of the Performance Bank Guarantee beyond the operative period of the contract if the contract is renewed further	No Change in RFP terms


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44	34	23.5	The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Vendor's failure to complete its obligations under and in accordance with the Contract.	Bidder submits that in every such situation where IDBI Bank seeks to invoke its right to invoke the performance security it shall provide Bidder with a reasonable cure period of 45 days or reasonable time period as may be mutually agreed to set right any delay, defect or failure by Bidder. IDBI Bank may only forfeit the performance security in the event of Bidder's continued failure in this respect beyond the cure period.	No Change in RFP terms
45	34	23.4.	The Performance Bank Guarantee (PBG) should be valid for a period of 66 months (5 Year contract period including warranty & AMC Support + 6 months claim period) from the date of issue of PBG. The PBG will have to be renewed /resubmitted with fresh validity and claim period in case of extension of the contract.	We request Bank to allow submission of PBG as per Warranty 1 year first and renewed/resubmitted for AMC value for the AMC period.	No Change in RFP terms
46	37	4.1	The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.	For clarity, Bidder agrees to provide the services as per the generally recognized commercial practices and standards, and the products will conform to their specifications.	Bidder has to provide services as per the terms of the RFP / Agreements and including generally recognized commercial practices & Standards.
47	38	5.3	Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.	Bidder seeks clarification that the Bidder shall retain any IP owned by Bidder in such documents.	No Change in RFP terms


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48	38	6 Indemnity	6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Section-5, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copyrights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.	Indemnity provisions is too broad and as such unacceptable in the present form. It will require revision to restrict indemnity to only third party claims arising out of certain situations/events attributable to SI.	No Change in RFP terms
49	38	7.1 IPR and patent rights	Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.	Because of the nature of services provided by us, we are unable to assign IPR to our clients in respect of the services. We can only provide them worldwide, perpetual, non-exclusive and royalty free license to use the IPR for the purpose for which it was developed/provided by SI.	No Change in RFP terms


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50	39	7.3	The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.	<p>Bidder submits that Bidder will defend or settle third party claims against Purchaser brought in India solely attributable to Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder Branded hardware/software/deliverables etc. (together "deliverables") supplied by Bidder, provided that Purchaser:</p> <p>(i) promptly notifies Bidder of any such claim;</p> <p>(ii) cooperates with Bidder in the defense or settlement of the claim and provides the Bidder with the assistance, information and authority reasonably necessary to defend or settle such claim;</p> <p>(iii) Purchaser does not make any statements or comments or representations about the claim without prior written consent of the Bidder.</p> <p>Bidder will have full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to settlement. Purchaser may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.</p> <p>Bidder has no obligation for any claim of infringement to the extent arising from:</p> <ol style="list-style-type: none"> <li>any third party materials;</li> <li>Bidder's compliance with or use of Purchaser's</li> </ol>	No Change in RFP terms
51	39	7.4	In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.		No Change in RFP terms





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52	39	9.1	On successful completion of installation, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in Section-5, The date on which such certificate is signed shall be deemed to be the date of successful delivery and successful commissioning of the Systems. On successful completion of installation, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in Section-5, The date on which such certificate is signed shall be deemed to be the date of successful delivery /successful commissioning of the Systems.	In case the 15 days period after completion of acceptance tests has elapsed without the acceptance test results being declared, then the system or the portion thereof, subject to acceptance testing would be deemed accepted. If Purchaser fails to give Bidder written notice of non-conformance within the 15 day period or, prior to expiry of the 15 day period, uses the system or any part thereof supplied by Bidder for productive use (other than testing purposes), it will be deemed accepted upon such use."	Acceptance certificate will be issued by the purchaser after completion of commissioning of the solution/system.
53	39	7.4	7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay. 8	Since we are not an OEM, we can agree to indemnify IDBI in respect of third party claims asserting infringement of IPR in the products supplied, only if we have back to back indemnity from the OEM. In respect of OEM products, terms and conditions related to IPR, indemnity and warranty, shall be as per what is provided by the OEM	No Change in RFP terms
54	40	10.1(iii)	DOCUMENTS FOR INVOICING / PAYMENTS	Bidder requests that warranty certificate will be from date of delivery and not on commissioning	No Change in RFP terms
55	40	12.1	INCIDENTAL SERVICES	Bidder submits that Bidder shall provide products and services as per the specification according to the Contract. Any variation or alteration shall be charged additionally at mutually agreed rates.  Bidder also submits that requests by Purchaser and recommendations by Bidder for changes to the scope of the Contract will become effective on a prospective basis only upon mutual agreement by the parties in writing and are subject to any change management procedures set forth in the Contract.	No Change in RFP terms


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56	40	13.2	For Hardware-The minimum warranty period shall be of 1 year for Hardware from the date of successful implementation of Proxy Solution and 4 years AMC support there-after. For software/solution AMC support shall be for 5 years from date of successful implementation of Proxy Solutions. The Warranty will start after completion of installation at all sites. The Bidder shall, in addition to this, comply with the performance guarantees specified under and in accordance with the Contract.	Bidder submits that warranties begin on the date of delivery, or on the date of installation if installed by Bidder. If Purchaser schedules or delays such installation by Bidder more than thirty (30) days after delivery, Purchaser's warranty period will begin on the 31st day after delivery.	warranty of the system/solution will start on completion of installation and commissioning.
57	41	13.3 13.4	Upon receipt of notice of defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.  If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.	Bidder submits that upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the Bidder Branded product or services, Bidder will, at its option, repair a defect in the Bidder Branded product, or correct a material non-conformance to specifications, or replace such product with product of equal or better functional performance. If Bidder is unable, within a reasonable time, to complete the repair or correction, or replace such Bidder Branded product, Purchaser will be entitled to a refund of the purchase price paid upon prompt return of such product to Bidder and in case of service, Purchaser will be entitled to a refund of a reasonable portion of the price stated in the Statement of Work applicable to that deliverable upon Purchaser's prompt return of the affected deliverable to Bidder. This section states Bidder's entire liability for product warranty claims.  Bidder also submits that Bidder is not obligated to provide warranty services or support for any claims resulting from: 1. improper site preparation, or site or environmental conditions that do not conform to Bidder's site specifications; 2. Purchaser's non-compliance with Specifications or transaction documents; 3. improper or inadequate maintenance or calibration; 4. Purchaser or third-party media, software, interfacing,	No Change in RFP terms


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58	41	15.4	A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions: i. Forfeiture of its performance guarantee ii. Termination of the Contract for default	Bidder submits that in every such situation where IDBI Bank seeks to forfeit the performance security it shall provide Bidder with a reasonable cure period of 45 days or reasonable time period as may be mutually agreed to set right any delay, defect or failure by Bidder. IDBI Bank may forfeit the performance security in the event of Bidder's continued failure in this respect beyond the cure period.  Bidder proposes the following: 1. Any termination should be subject to a test of materiality. 2. A cure period of 60 days is afforded to remedy such material breach or default. 3. A failure to cure is attributable to reasons solely within the control of the Bidder.	No Change in RFP terms
59	42	16.3	The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee ) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.	Bidder submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separately.	No Change in RFP terms
60	42	17.1	The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:	Bidder requests that the term "best efforts" be replaced with the term "commercially reasonable efforts".	No Change in RFP terms
61	42	16.1.	liquidated damages, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.	Kindly keep max LD at 5% moreover termination should consider beyond the delay of 60 days.	No Change in RFP terms

		BANK'S RESPONSE TO PRE-BID QUERIES - RFP FOR PROCUREMENT OF PROXY SOLUTIONS			
REF No. IDBI/PCell/RFP/2018-19/019 dated 13-November-2018					
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
62	42	16.1.	If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays/or defaults/deficiency of services in delivery/installation/replacement /repair of any or all of the Systems/ equipment's/Solution mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value	We request bank to relax the maximum LD to be capped at 5%	No Change in RFP terms
63	45	21.1	The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.	Bidder understands that the work to be undertaken is related IT software & hardware and does not involve any civil or construction work. Hence the bidder request deletion of this clause.	No Change in RFP terms


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S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
64	45	22.1	In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Services/Systems or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Purchaser is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Purchaser will give notice to the Bidder of such claim, if it is made, without delay.	<p>Bidder submits that Bidder will defend or settle third party claims against Purchaser brought in India solely attributable to Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder Branded hardware/software/deliverables etc. (together "deliverables") supplied by Bidder, provided that Purchaser:</p> <p>(i) promptly notifies Bidder of any such claim;</p> <p>(ii) cooperates with Bidder in the defense or settlement of the claim and provides the Bidder with the assistance, information and authority reasonably necessary to defend or settle such claim;</p> <p>(iii) Purchaser does not make any statements or comments or representations about the claim without prior written consent of the Bidder.</p> <p>Bidder will have full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to settlement. Purchaser may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.</p> <p>Bidder has no obligation for any claim of infringement to the extent arising from:</p> <ol style="list-style-type: none"> <li>1. any third party materials;</li> <li>2. Bidder's compliance with or use of Purchaser's</li> </ol>	No Change in RFP terms


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S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
65	47	27.2 27.3 27.4	<p>Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.</p> <p>The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.</p> <p>In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.</p>	<p>Bidder submits that: Purchaser shall NOT be given access to:</p> <ol style="list-style-type: none"> <li>any information not related to the Services;</li> <li>Bidder locations/premises (or portions thereof) that are not related to the Services; or</li> <li>Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or</li> <li>internal Bidder audit reports, or any summaries thereof.</li> </ol> <p>Bidder requests Purchaser to:</p> <ol style="list-style-type: none"> <li>provide at least thirty (30) days notice of its requirement for an Audit, such notice describing the issue(s) that will be the subject of the audit;</li> <li>comply with Bidder's site/premises security obligations</li> <li>pay Bidder all costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request.</li> </ol> <p>A third party auditor appointed by Purchaser shall:</p> <ol style="list-style-type: none"> <li>not be a competitor of Bidder</li> <li>execute a confidentiality agreement acceptable to Bidder;</li> <li>be independent.</li> </ol>	Bank normally requires the documents, if any, with respect to the services to be availed from the Vendors but not the documents pertaining to other than services. No Change in RFP terms
66	47	28.1	Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.	Bidder proposes that irrespective of the rates mentioned in the contract document, the taxes (GST) shall be as per applicable rates at the time of billing milestone or the date of invoice.	No Change in RFP terms
67	48	30.1.7	That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.	Need Clarification on this.	No Change in RFP terms


 <b>BANK'S RESPONSE TO PRE-BID QUERIES - RFP FOR PROCUREMENT OF PROXY SOLUTIONS</b> <b>REF No. IDBI/PCell/RFP/2018-19/019 dated 13-November-2018</b>					
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
68	51	32.2	The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.	Need Clarification on this.	The term with regard to extension is clearly mentioned.
69	51	32.1.	The term of the Rate Contract shall be for a period of 5 year (60 months) from the date of acceptance of the Purchase Order (PO).	We request Bank to clarify on this point in detail.	No Change in RFP terms
70	52	33.1.4	Termination for Default: The Purchaser may at any time terminate the Contract, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.	Bidder submits that termination for default/cause will occur only for <b>material breach</b> after providing 30 days written notice and cure period to rectify such breach failing which customer may terminate the contract. Further, upon such termination the Bidder will be entitled to receive payments for the products and services provided till effective date of termination, including any termination charges as mutually agreed.	No Change in RFP terms
71	52	33.1.5	Termination for Convenience: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.	Bidder requests the clause should be applicable to both the parties and payment shall be made for all the products delivered and services rendered upto the effective date of termination.	No Change in RFP terms


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72	53	34.3	Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.	Bidder requests the clause to be deleted as bidder cannot accept customer business loss compensation or deductions	No Change in RFP terms
73	53	34.5	Nothing herein shall restrict the right of the Purchaser to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.	Bidder submits that in every such situation where IDBI Bank seeks to forfeit the performance security it shall provide Bidder with a reasonable cure period of 45 days or reasonable time period as may be mutually agreed to set right any delay, defect or failure by Bidder. IDBI Bank may forfeit the performance security in the event of Bidder's continued failure in this respect beyond the cure period.	No Change in RFP terms
74	54	34.8	In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.	Bidder requests deletion of this clause.	No Change in RFP terms
75	55	44.1	The Bidder shall : i. Take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.	Need Clarification on this.	No Change in RFP terms





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76	55	42.1	The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.	Bidder requests deletion of this clause.	No Change in RFP terms
77	56	44.6	Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise	Need Clarification on this.	No Change in RFP terms
78	56	44.2. 44.3 44.4.	Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract	This general statement for all the employees, It should be restricted to the person who are dealing with IDBI & related to the project/supply kindly clarify.	No Change in RFP terms
79	57	45.6	The Bidder shall ensure that the equipment / application / software and future upgrades being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.	Bidder will not warrant that there would be no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.	No Change in RFP terms
80	57	46.1	Notwithstanding anything contained in the RFP, If the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the contract before completion of the Services, the Bidder shall be liable to pay damages to the Bank.	Bidder requests this to be discussed mutually and agreed upon by both parties with 60 days cure period	No Change in RFP terms


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S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
81	57	46 Limitation of Liability	<p>46.1. Notwithstanding anything contained in the RFP, If the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the contract before completion of the Services, the Bidder shall be liable to pay damages to the Bank.</p> <p>46.2. Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.</p> <p>46.3. The limits specified in Sub-Clause (46.2) above shall not apply to: i. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;</p> <p>ii. Claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;</p> <p>iii. This limitation of liability shall not be applicable to the indemnity provided by the Bidder under Clause .6 (Indemnity)</p>	<p>Total liability of Bidder is capped to TCV. However, Indemnity provisions have been excluded from such cap. This will require deviation, since Indemnity provision is very broad.</p>	No Change in RFP terms
82	58	46.3 (i) & (ii)	<p>The limits specified in Sub-Clause (a) above shall not apply to:</p> <p>i. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;</p> <p>ii. Claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;</p>	<p>Bidder request that the terms "gross negligence" and "wilful misconduct" be defined at the time of contracting. Further we request for removal of confidentiality breach as an exception to limitation of liability clause.</p> <p>Bidder proposes inclusion of the following clause: The Parties hereby acknowledge that Bidder/Vendor shall not be responsible for any special, incidental, indirect and consequential damages including loss of profit and loss of revenue.</p>	No Change in RFP terms


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S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
83	58	46.3 (iii)	This limitation of liability shall not be applicable to the indemnity provided by the Bidder under Clause .6 (Indemnity)	Bidder will defend or settle third party claims against Purchaser brought in India solely attributable to Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder Branded hardware/software/deliverables etc. (together "deliverables") supplied by Bidder. Bidder is prepared to accept uncapped liability for the infringement of intellectual property rights	No Change in RFP terms
84	59	2.9	Solution should be capable to integrate with AD, APT, SIEM, PIM and NTP Server.	Requesting to name the OEM's of AD, APT, SIEM, PIM	This was discussed in the pre-bid meeting
85	59	2.3	Onsite Installation and implementation of the solution at DC (Belapur) and DR (Chennai).	Do we need to consider DC Treasury Belapur as well for the installation and implementation?	Yes
86	59	2.6	Detail solution architecture, design, traffic flow and policies (existing) should be documented. Deployment of the solution will start only after acceptance by Bank.	Need more details like cureent architecture,	Will discuss with successful Bidder
87	61	2.2	Issue resolution / Onsite Visits within 8 hrs for level 0 issues	What is the defination of Level 0,Level 1 and Level 2 Issues?	Refer page 62
88	62	3 Service level expectation	Penalty capping	Penalty is uncapped.Please cap the penalty to 5% of the Qtrly AMC value	No Change in RFP terms
89	63	5.4 5.5	Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment/software or parts thereof, without cost to Purchaser.  If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.	Bidder submits that upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the Bidder Branded product or services, Bidder will, at its option, repair a defect in the Bidder Branded product, or correct a material non-conformance to specifications, or replace such product with product of equal or better functional performance. If Bidder is unable, within a reasonable time, to complete the repair or correction, or replace such Bidder Branded product, Purchaser will be entitled to a refund of the purchase price paid upon prompt return of such product to Bidder and in case of service, Purchaser will be entitled to a refund of a reasonable portion of the price stated in the Statement of Work applicable to that deliverable upon Purchaser's prompt return of the affected deliverable to Bidder. This section states Bidder's entire liability for product warranty claims.	No Change in RFP terms

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90	64	6.1	<p>i. If, the Bidder fails to deliver and / or install any or all of the Licenses/ Software's mentioned in the Purchase order (PO), Purchaser shall, levy as penalty a sum equivalent to 0.5% percent per week or part thereof of respective purchase order cost subject to maximum of 10% of the purchase order value of the delayed equipment or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract.</p> <p>ii. The bank reserves the right to impose / waive any such penalty. The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which includes the purchaser's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.</p>	<p>Bidder submits that liquidated Damages shall be the sole remedy for delay. And any further deductions will be discussed and agreed mutually on the mode and method of deduction for the payment</p> <p>Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separately.</p>	No Change in RFP terms
91	64	7.1.	The Delivery/commissioning shall be done at the respective locations within Twelve (12) Weeks from the date of acceptance of PO.	Since there are LD on delivery & Installation so please provide 14 weeks for delivery & Installation.	Refer to Corrigendum
92	65	Section 5, Technical bid form	We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.	Request bank for this new technology product / model at mutually agreeable prices	No Change in RFP terms
93	67		No of users mentioned is 22000 and concurrent users for content filtering is 6000.	Our understanding is the at any given point of time only 6000 users will be browsing internet. Is our understanding correct ? For the set of users, we would also like to know the no of active web connections estimated.	Refer page 67 for more details. Licensing criteria is based on technology used by various OEM, but appliance should be sized in such a way that hardware should sustain proxy request of 22,000 users or 6000 concurrent users with multiple sessions for each user.
94	67	INDICATIVE COMMERCIAL BID	Proxy Solution for DC Treasury with support for 12 month - User Count 5000	Kindly confirm if 5000 user count is a part of 22000 users for DC & DR or this is in addition to 22000?	NO, individual appliance to take load as mentioned in the page 67.
95	67	2.2	Indicative Commercial bid format . Foot Note 2 ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.	The clause contradicts with clause no 9.19 mentioned on page 14 of 100 of the bid document , which mentions prices are to quoted exclusive of all taxes . The clause should be inclusive of all taxes and duties except GST , which will be extra as per rates prevailing at the time of raising the invoice .	No Change in RFP terms

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96	69	3	Price schedule format-ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.	The clause contradicts with clause no 9.19 mentioned on page 14 of 100 of the bid document , which mentions prices are to quoted exclusive of all taxes . The clause should be inclusive of all taxes and duties except GST , which will be extra as per rates prevailing at the time of raising the invoice .	No Change in RFP terms
97	72	FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP	This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP/Bid Document floated by IDBI Bank Ltd. regarding procurement of Proxy Solutions at IDBI branches. The period of contract is Five (5) year from the date of award of the contract.	It is requested that bidder's concerns mentioned above would be addressed at the time of signing of the contract and the actual contract would be based on mutual agreement of both the parties . Therefore deviations not impacting the bid materially may be allowed to be submitted along with the declaration .	No Change in RFP terms
98	73	SELF DECLARATIONS	We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.  We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.	The Parties to agree to the sign the contract based on mutual agreed terms and conditions.	No Change in RFP terms
99	86	DEED OF INDEMNITY		Bidder suggest that the deed of indemnity would be signed with mutual agreement and with complete clarity on Bidder's responsibility.	No Change in RFP terms
100	40, 63	13.2, 5.2	For Hardware-The minimum warranty period shall be of 1 year for Hardware from the date of successful implementation of Proxy Solution and 4 years AMC support there-after. For software/solution AMC support shall be for 5 years from date of successful implementation of Proxy Solutions. The Warranty will start after completion of installation at all sites.	Request you to change this clause as "warranty will start from the date of Delivery " instead of after implementation.	No Change in RFP terms
101			Solution should provide advanced threat dashboard to track the infection or threat history for User/IP, with the ability to access all forensic evidence for past infections. (6 months)	Requested change :-The solution must allow to view Threat Dashboards for period of 30 days. The details can be exported in csv format. If the data needs to exported for last 6 months the same must be exported from Reporting module	No Change in RFP terms
102		Other Clarifications		The OEM must have a TAC (Support) center in India	No Change in RFP terms
103				Does the Bank want Management Server in Availability at DC and DR & Reporting Server in Availability in DC or DR. All the sites (DC,DR & Treasury will be managed from Centralized Management (Active) deployed in DC	It should be at both location

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104				Bank needs 6000 users for URL Filtering and rest 16k users will be accessing only whitelisted URLs. Request the Bank to mention : URL filtering solution would be required for 6000 users, remaining users would access only few whitelisted websites. Sizing of the hw should be done considering increase of users from 6000 to 10,000 users. Also Single Appliance must be able to handle load of 10k concurrent users	Growth factor is already considered. Refer page 67
105				Kindly provide :- what are the websites accessed by users having access to whitelisted websites for both Bank and Treasury- Are these intranet sites / internet sites-	Banking, Government,
106		11.1	11.1 Where the Bidder is required under the Contract to transport the equipment Services to a specified place of destination in India, being the project site or elsewhere, transport and render to such place of destination in India, including insurance (transit insurance included) and storage, as shall be specified in the Contract, shall be arranged by the Bidder, and the related costs shall be included in the Contract price	Request Bank to keep these charges extra as applicable	No Change in RFP terms
107		10.2	10.2. Payment for procurement of Proxy licenses would be made on submission of invoices and report of delivery/commissioning of licenses. The warranty, if any for the procured licenses will start after commissioning/installation of hardware and licenses at server end.	Request bank to make the 80% payment on delivery & 20% on commissioning. Request bank to confirm if this is applicable to line item no 1,2,3 in the commercial format. Request to confirm if this payment will be released location wise i.e. after each location's delivery/installation. In case of SNR, request bank to confirm the payment terms.	Refer to Corrigendum
108		10.3	10.3. Support and AMC payments would be made quarterly in advance on Production of invoice and delivery of satisfactory services in the previous quarter	Request bank to make payment yearly in advance. Also request Bank to confirm if the Purchase Order will be released for entire AMC period at the time of award of contract.	No Change in RFP terms
109		8.7	Bank reserves the right to modify the total quantities subject to a variation of $\pm 25\%$ on either side of the projected requirements during the rate contract i.e. three years (3) from the date of award of the contract. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.	Request bank to reduce the variation percentage to $\pm 5\%$ , as $\pm 25\%$ is quite too high & no OEM will support such a high variation & its totally OEM dependent clause on vendor	No Change in RFP terms

		BANK'S RESPONSE TO PRE-BID QUERIES - RFP FOR PROCUREMENT OF PROXY SOLUTIONS			
REF No. IDBI/PCell/RFP/2018-19/019 dated 13-November-2018					
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response
110	32	17.3.i	Indicative Commercial Bids of those bidders would be opened who qualifies technical eligibility criteria with min 70 marks, after which successful bidder would be identified based on ORA. The Bank's decision regarding Order splitting would be conveyed to all the technically qualified bidders before the opening of the Indicative Commercial bids.	Request bank to provide more input on the Order Splitting clause	Refer to Corrigendum
111		13.2	For Hardware-The minimum warranty period shall be of 1 year for Hardware from the date of successful implementation of Proxy Solution and 4 years AMC support there-after. For software/solution AMC support shall be for 5 years from date of successful implementation of Proxy Solutions. The Warranty will start after completion of installation at all sites	Request bank to modify the warranty start date from the date of installation or 30 days from the date of delivery whichever is earlier, as no OEM provides warranty as per the requirement, so vendor would be required to procure additional one year warranty which will increase the cost of procurement of bank. Warranty of individual site to start after completion of installation of that particular site	No Change in RFP terms
112		16.1	deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.	Request bank to charge the LD on the delayed product only & not on the total PO value	No Change in RFP terms
113		32.1	The term of the Rate Contract shall be for a period of 5 year (60 months) from the date of acceptance of the Purchase Order (PO)	Request bank to provide more input on Rate contract clause, does it means bank can order additional procurement of product on the same Price & Terms & condition. As per RFP clause 5.4 price validity is for 6 months.	No Change in RFP terms
114		16. LIQUIDATED DAMAGES	0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value	Request Bank to consider maximum deduction of 5%	No Change in RFP terms
115		32. TERM AND EXTENSION OF THE CONTRACT	32.1. The term of the Rate Contract shall be for a period of 5 year (60 months) from the date of acceptance of the Purchase Order (PO).	These three clauses are contradictory request Bank to confirm the price validity and duration of rate contract.	The term of contract shall be period of 5 years ( which includes 1 year warranty and 4 yrs. AMC) from the date of acceptance of PO.
116		8. BID EVALUATION CRITERIA (BEC)	8.7. Bank reserves the right to modify the total quantities subject to a variation of ± 25% on either side of the projected requirements during the rate contract i.e. three years (3) from the date of award of the contract. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.		Refer to Corrigendum
117		5. BID PRICES	5.4. The Price quoted should be valid for the period of Six months from the date of award of the contract i.e. acknowledgement of Purchase Order.		Refer to Corrigendum

				BANK'S RESPONSE TO PRE-BID QUERIES - RFP FOR PROCUREMENT OF PROXY SOLUTIONS			
REF No. IDBI/PCell/RFP/2018-19/019 dated 13-November-2018							
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	IDBI Bank's Response		
118		6. INDEMNITY	6.1 The Bidder shall execute and furnish to the Bank/Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Section-5, indemnifying the Purchaser its directors, employees , Officers, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, <u>and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered</u> , arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or for breach of the terms of the RFP/Contract or otherwise.	Request bank to delete the Text highlighted in <u>red underlined</u> . - Indemnification with respect to third party claims should be in relation to IPR infringement claims only. All non-IPR related claims should be restricted from IDBI only as Bidder will sign contract with IDBI. This is in view of privity of contract do will exist between Bidder and third party.	No Change in RFP terms		

Date 21-Dec-18  
Place Navi Mumbai