

Department of Information Technology

Request for Proposal (RFP) For Supply, installation, implementation and maintenance of Patch Management for End Points & Servers (Re-tendering) RFP Ref. No: UCO/DIT/0618/2021-22 Date: 24/06/2021

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendum

SI. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.	13	3 (Point No.5)	The Bidder should have experience of implementation of Patch management solution in 10000 windows end points in at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India where the solution is successfully implemented or under implementation.	Please consider Bidder /OSD experience of implementation of Patch management solution in 10000 windows end points in at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India where the solution is successfully implemented or under implementation.	Please refer corrigendum.
2.	13	3 (Point No.6)	The OSD solution offered by bidder must be working in 10000 endpoints of at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India	That means the proposed solution of OSD is working in 10000 endpoints of at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India	Understanding is in sync with RFP clause.
3.	13	3 (Point No.5&6)	Clarification Required on Eligibility Proof of Documents	Documentary evidence with relevant copies of Purchase Order and implementation certificate/ Satisfactory Working Certificates from BFSI/ PSB/ PSU/ Government Organization mentioning that bidder has	Please refer corrigendum.

6.	41	Part V , 3 (Point no3)	date of hardware delivery. Completion of initial Implementation of Patch at endpoints/ nodes :Within 6 week of implementation of patch management solution(Go-Live).	Requesting you to please consider 12-14 weeks of implementation of patch management solution(Go-Live).	Please corrigendum.	refer
5.	41	Part V , 3 (Point no2)	Installation and implementation of hardware and its related software, software licenses for Patch Management solution : Installation and implementation of Patch Management solution – Within 4 weeks of	Requesting you to please consider at list 8 weeks for Installation and implementation of Patch Management solution in DC from the date of hardware delivery.	Please corrigendum.	refer
4.	41	Part V , 3 (Point no1)	Supply and delivery of Server hardware and its related software, software licenses for Patch Management solution: Within 4 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder	Requesting you to please consider at list 8 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder	Please corrigendum.	refer
				implemented the solution in at least 10000 end points and is working in last five years including names of clients with Phone, E Mail IDs etc. In case of Under Implementation, bidder has to submit certificate from respective BFSI/ PSB/ PSU/ Government Organization clearly stating satisfactory performance of the bidder as on date of bid submission. We are requesting you to please accept customer letter for OEM to accept if is under implementation phase.		

7.	44	Part V , 6 (Point no A)	Hardware Payment Terms	 i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank. ii. 50% of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit (PBG) as mentioned in clause no. 9 of this RFP 	Clause stands as per RFP.
8.	44	Part V , 6 (Point no B)	Software Payment Terms : After completion of Implementation of Patch Management at centralized servers and 5% of Endpoints of total order. Post sanity testing and obtaining Signoff from the Bank.	Please consider at list 70% of the total application cost & implementation cost in this milestone	Clause stands as per RFP.
9.	44	Part V , 6 (Point no B)	Implementation of patch management at50%ofendpoints	Please consider at list 15% of the total application cost & implementation cost in this milestone	Clause stands as per RFP.
10.	44	Part V , 6 (Point no B)	Implementation of patch management at 75% of total endpoints	Please consider at list 10% of the total application cost & implementation cost in this milestone	Clause stands as per RFP.

11.	44	Part V , 6 (Point no B)	Implementation of patch management at 100% of total endpoints	Please consider at list 5% of the total application cost & implementation cost in this milestone	Clause stands as per RFP.
12.	65	44	ARBITRATION Proceedings	During the arbitration proceedings and payment due to the Supplier by the UCO Bank shall not be withheld, unless they are the subject matter of the arbitration proceedings.	Clause stands as per RFP.
13.	62	34	CONSEQUENCES OF TERMINATION	We are requesting UCO Bank to give sufficient notice for fault rectification / cure period before cancelation of the contract .To cancel the remainder and pay to the supplier/s an agreed amount for partially completed services and for materials and parts previously procured by the Supplier/s.	Please refer clause 30 at page 61 for further clarification.
14.	35	Part IV 1 SOW	 A. Connectivity between DC & DR B. B. Connectivity between DC & Domestic Branches 	We need a data from Bank that how many branches are with 2Mbps Bandwidth and how many with lower Bandwidth and how many with ISDN / BB / VPN connectivity. Also Need the know the Connectivity between DC & DR.	Clause Clarified as "Branch have minimum one 2MBPS link"
15.	35	Part IV 1 SOW	Need the exact devices considering under 20000 Endpoints	Proposed solution should have the ability to do centralized patch management for PCs, Servers, mobile device like Laptops and Surface Device As per our understanding all the Bank ATMs are	Clause clarified as " ATMs are not under the scope of this RFP"

16.	35	Part IV 1 SOW	Need Technical Clarification on Scope of Work	completely excluded from this project scope. Number of Linux machines in DC and DR site Need to know number of Linux satellite subscription available with Bank & Bank will allow the implementing partner (Supplier) to use those subscription or not. Also need to know the Linux flavour running ion DC & DR under this scope.	ScopeofImplementationofPatch Managementin LINUX serveriswithdrawnfromScopeOfWorkofRFP.ClauseClarified as "Bankalready havethepatchmanagementsolutionforserver,howeverbanksasksfor100serverlicensesfuturerequirementirrespectiveofoftheOS.TheselicensesshouldsupportWindowsServer.PO for serverswillbeissuedseparatelyopneed
					separately on need basis."
17.	104	Annexure XXII	Need Clarity on Commercial Bid	Hardware & Related Software : As per RFP we need to quote Hardware and Related Software with 3 Years warranty /ATS and a separately quote 4th & 5th Year AMC/ATS price for the same.	Clause Clarified as: "In case Bank extends the contract, then 4 th & 5th year AMC is required"

18.	104	Annexure XXII	Need Clarity on Commercial Bid	Patch Management Software : As per RFP we need to quote Patch Management Software Solutions for Licenses and 1st Year, 2 nd Year, 3rd Year ATS cost . Please clarify whether Bank needs 4th Year & 5th Year ATS cost separately or not.	Clause Clarified as: "In case Bank extends the contract, then 4 th & 5 th year ATS is required"
19.	38	62	Proposed solution should allow console operator to trigger alerts when user defined conditions are met primarily through e-mail based alert system. But as per requirement bank may ask for trigger alerts through SMS.	Request you to include the "Respective SMS Gateway Server and Configuration support for the same will be provided by Bank"	Clause Modified: "Proposed solution should allow console operator to trigger alerts when user defined conditions are met primarily through e-mail/ SMS based alert system."
20.	38	68	In the proposed solution, reports should be downloaded in CSV/PDF/TXT/XLSX/XML formats as per requirement of the bank.	XML reporting is not a valid and appropriate format for reporting. Request to remove the XML format	Clause Modified as " In the proposed solution, reports should be downloaded in CSV/PDF/TXT/XLSX formats as per requirement of the bank"
21.	38	72	The proposed hardware and solutions should conform to best practices to ensure minimum 99.5% service availability.	Request you to consider around 95% Service availability. As this is just operational solution to maintain the patching on endpoints	Clause clarified as " Bank is considering the service availability excluding Bank's Dependency"
22.	43		Type of Support	This is applicable for hardware vendors only, not for software vendor (patch management solution). For Software support, it is always the response time defined as software requires resolution duration based	Clause stands as per RFP.

23.	13	6	The OSD solution offered by bidder must be working in 10000 endpoints of at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India.	authorized partner(s). Hence the Implementation/Under Implementation/Satisfactory Working Certificate will be in the name of that partner. No customer will issue such Letter/Certificate in the name of OEM. Hence we would request you to revisit this clause and only ask for End Customer Purchase Order against the criteria of this	Please corrigendum.	refer
				particular clause as a documentary evidence.		
24.			Proposed New Points	For easier management please consider the point "Proposed Solution must have Single Client Agent for Asset Management, Patch Management and Software Distribution with connection to Common CMDB for tight integration"	Query is admissible.	not

25.			Proposed New Points	Please consider the point "Proposed Solution should allow SAML (Security Assertion Mark- up Language) based LOGIN authentication for SSO support for the Admin Users"	Query is not admissible.
26.	44	6B Software	Sl. Stages Payment to b made (*) 1 After completion of Implementation of Patch Management at centralized servers and 5% of Endpoints of total order. Post sanity testing and obtaining Signoff from the Bank. 50% of the tot application cost 2 Implementation of patch management at 25% of total endpoints 10% 3 Implementation of patch management at 50% of total endpoints 10% 4 Implementation of patch management at 75% of total endpoints 10% 5 Implementation of patch management at 100% of total endpoints 10% 6 After 3 months of successful Go-live of the project 10%	Committee to revisit this clause to: 1> 70% on delivery along with GST 2> 10% after 25% of total endpoints	Clause stands as per RFP.
27.	33	2.3 Commercial Evaluation	In the event the vendor has not quoted or mentioned the component or service required, for evaluation purposes the highest value of the submitted bids for the component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract the value of the lowest bid would be used.	s explain this clause. t f	This is to clarify that: In the event, vendor has not quoted or mentioned the component or services required as in Commercial Format. Then for the purpose of calculating TCO. Bank will add amount equivalent to the maximum amount quoted by any bidder of the bidding process for that particular line item.

28.	9	Bid Control Sheet	Submission of RFP: 12/07/2021	We request Bank to extend submission till 28/07/2021.	Clause Stands as per RFP
29.				Proposed Points additions	
30.				Please consider the point "Proposed Solution should allow SAML (Security Assertion Markup Language) based LOGIN authentication for SSO support for the Admin Users"	Query is not admissible.
31.	35		Proposed patch management solution must offer all the patching, application/ software delivery, license metering and asset inventory management apabilities, for Windows and non-windows operating system. The OS may be all the flavours of Windows client OS (Windows 7 and above and all future versions), all flavours of Windows Server OS, RHEL Linux ServerOS.Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.).All critical application/softwaremust also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture.	Needinformationon1. What is the expectation on AssetInventoryManagement, is it just thehardwaredetails?2. IsWindows 7 patching in scope?3. List of Guest OS in VMs, if there are any other than Windows and RHEL as mentioned.4. Need version details of Windows and RHEL to understand if there are any out of support OS versions in Scope.5.BigFix has the capability to provide patches for Windows 7, Windows Server 2008, RHEL 5,6. Need this info to place right licenses.	 Clause Clarified as" 1. H/W details along with softwares to be patched" 2. Windows 7 is not in scope 3. VM's are out of scope. 4. Clause already clarified"
32.	35		Proposed solution should identify, schedule, deliver and track operating system and automate patch delivery.	by Track OS - Is it appropriate to consider the capability of identifying OS and version to check applicability of patches?	Clause is self explanatory.
33.	35		Proposed solution should remedy vulnerabilities and enforce security policies.	 remedy vulnerabilities - Does vulnerability refers to patch vulnerabilities? enforce security policies - Does bank wants to implement Security Policies in adherence to Industry 	Clause is self explanatory.

				benchmarks, like CIS, DISA STIG, PCI DSS?	
34.	35		Proposed solution should provide industry recognized vulnerability scanning and reporting for the purposes of integrated remediation of non-compliance	By vulnerability scanning and reporting – does Bank mean Identification of vulnerabilities published by OEMs along with OS patch articles. OR does Bank mean VAPT capabilities?	VAPT Capabilities
35.	35		Proposed solution should be able to provide audit reports.	What kind of Audit reports bank is considering? Since this RFP is related to patching, does Audit report means Patch Audit report?	Clause Clarified as " Audit reports required by the regulators while conducting audit related to patch management"
36.	37		Proposed solution should have the dashboard to drill down to show details for both compliant and non-compliant systems, including but not limited to, non- compliant controls, component name, category, identifier and type	What does Bank mean when they say non-compliant controls, Component name. Is Bank referring to checks and controls as provided by CIS, DISA STIG, PCI DSS standards for different OS?	Bank want a dashboard with details of terminal and patches implemented.
37.	13		The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20.	The Bidder should have an average turnover of 10 crores in last three financial years	Please Refer corrigendum.
38.	35	1	Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.)	Guest OS is Windows or any other? If other then please specify.	Guest OS is Windows.
39.	35	1	All critical application/software must also be patched	Please share the list of critical applications that you wanted to patch to check the availability of software update catalogue. Please note, some catalogues are freely available and some catalogues have an additional cost associated with them.	Basically, Java, PDF readers, adobe flash, browsers, plugins, browsers addons/extensions, MS Office etc.

40.	35	5	Proposed solution should remedy vulnerabilities and enforce security policies.	Would like to know about this point in detail.	Clause is self explanatory.
41.	36	24	Proposed solution should have native support for high level of encrypted communications without any dependency on additional software, hardware, third party certificates or Certificate Authority	Certificate Authority is required for encrypted communication. Is internal root CA server present?	No internal root CA server is present.
42.	36	29	There should be a UAT set-up where every patch is to be tested before actual installations at endpoints or servers.	Who supposed to manage UAT set-up?	Clause Clarified as " The same is within the scope of the bidder"
43.	36	30	If any information or payload (e.g. Patch Metadata or Patch binaries) is downloaded from internet, then the integrity of all such content must be verified by the proposed solution using checksums to ensure that the content downloaded has not been modified or corrupted. File checksums and file sizes must be compared to make sure that the downloaded file is intact and unchanged	These is no mechanism in SCCM. pls remove this	Clause stands as per RFP.
44.	37	50	Proposed solution should be able to provide real-time (within minutes) patch deployment status monitoring	Real time monitoring is not possible within Minutes as it takes time to accumulate data.	Modified as : "Proposed solution should be able to provide real-time (within 2 hours) patch deployment status monitoring"
45.	38	70	The proposed solution should support proper business continuity plan.	Are you looking for high availability solution? If yes which location	Bidder should deploy the solution in DC, DR and UAT with HA at DC only.
46.	38	71	Vendor should provide interface to integrate to multiple monitoring and reporting tools. Integration with SIEM should be supported	Is it ok to exclude integration with SIEM as it is not supported by SCCM?	Clause stands as per RFP.

47.	41	3.2	Installation and implementation of Patch Management solution –Within 4 weeks of date of hardware delivery.	Need location wise systems count with its network bandwidth to know the need of distribution points	Total of 20000 endpoints pan India. Details to be shared with successful bidder. Branches have least one connectivity of 2 MBPS line.
48.	41	3.3	Completion of initial Implementation of Patch at endpoints/ nodes Within 6 week of implementation of patch management solution(Go-Live).	Need no. of systems to be targeted for deployment	Clause Clarified as " All the eligible end- points in the Bank"
49.			Additional Clarification	Kindly share the details on end point count across the country to understand the density in each region. This will help us to size up the infrastructure (Distribution network) also implementation duration.	Clause clarified as "To be shared with successful bidder"
50.	38	62	Proposed solution should allow console operator to trigger alerts when userdefined conditions are met primarily through e-mail based alert system. But as per requirement bank may ask for trigger alerts through SMS.	Request you to include the "Respective SMS Gateway Server and Configuration support for the same will be provided by Bank"	Clause already clarified
51.	54	XII	assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;	Subcontracting or outsourcing should be allowed, as it will be effective in achieving better management	Clause stands as per RFP.
52.			Incident response:-In- scope devices must be monitored on 24x7 basis. All incidents must be categorized in 4 levels of severity viz. Critical, High, Medium and Low (in decreasing order of severity). The severity rating of incidents will be defined in consultation with the selected Bidder by the Bank depending upon the business and compliance requirements. Closure of all incidences,	Please clarify if you are expecting bidders team to be available 24X7 for monitoring and managing the solution ?	Clause Clarified as: " Monitoring process should be automated"

			once identified must be done as per the timelines given below: Critical events- within 4 hours High events- within 12 hours Medium and lowevents- within 24 hours		
53.	35	Scope Of Work #1	Proposed patch management solution must offer all the patching, application/software delivery, license metering and asset inventory management capabilities, for Windows and non-windows operating system. The OS may be all the flavours of Windows client OS(Windows 7 and above and all future versions), all flavours of Windows Server OS, RHEL Linux Server OS. Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.). All critical application/software must also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture	Hypervisor orchestration platform or only the OS on the virtual platform. Please let us know the scope for the functionalities of license metering, asset inventory and asset management .	Clause is self explanatory.
54.	35	Scope Of Work #10	Proposed solution should provide industry recognized vulnerability scanning and reporting for the purposes of integrated remediation of non-compliance		Clause is self- explanatory.
55.	35	Scope Of Work #19	Proposed solution should have the ability to do centralized patch management for PCs, Servers, mobile device like Laptops and Surface Device		Surface device are MS Surface Tablets which runs on Windows OS.

56.	36	Scope Of Work #36	Proposed solution should support easy integration with enterprise Wide area Network (WAN) i.e. providing vulnerability assessment, device discovery etc. as per the IP address/host name/ domain	Please let us know the scope of integration and the use cases of the integration for vulnerability assessment, device discovery tools	Proposed solution should support vulnerability assessment.
57.	36	Scope Of Work #45	Proposed solution should support the grouping of patches into a 'baseline' which can take the form of monthly patch bundle e.g. 'Critical Patches'	If the patch management supports manually downloading of the critical patches and creating a patch library meets the requirement?	Clause is self- explanatory.
58.	37	Scope Of Work #49	Proposed solution should be able to identify the computers that have installed the patch that is to be rolled back on need basis and rollback updated patches on need basis.	If the patch management solution supports filtering by patch (KB article) and un- installation of this patch (KB article) through the manual policy meets the requirement ?	ОК
59.	36	Scope Of Work #56	Proposed solution should have the dashboard to drill down to show details for both compliant and non-compliant systems, including but not limited to, noncompliant controls, component name, category, identifier and type	If the proposed patch management solution provides compliant and non-compliant systems based on patch baseline meets the requirement ? Please clarify the details of noncompliant controls, component name, category, identifier and type	Bank want a dashboard with details of terminal and patches implemented.
60.	38	Scope Of Work #66	In the proposed solution reports should be scheduled to be run and sent to administrators at specified times and intervals	If the proposed solution provides the functionality to run the reports on demand and notify administrators through emails would meet the requirement?	RFP clause is self- explanatory.
61.	43	5. Warranty ,AMC, & ATS Software#4	Time from Issue Raised Type of Support Less than 2 Hr Issue must be addressed and tentative timeline for resolution must be provided.	Do the patch management solution support team needs to provide the corresponding support level agreement for the timelines mentioned . Please clarify if the issue will be	Please refer Incident response time at page 43.

			After 2 Hrs upto 24 HrS Phone/online support including remote access assistance, if required by Bank, to be provided for resolution. After 24 hrs upto 48 Hrs Issue must be addressed with onsite support.	addressed in 2 hours and the resolution/restoration timeline mentioned below meets the requirement : Critical : Restoration time is 16 hours and resolution time is 10 business days. High : Restoration time is 5 business days and resolution time is 15 business days. Normal : Restoration time is 10 business days and resolution time is scheduled private hotfix Low : Restoration time is 20 business days and resolution time is scheduled private hotfix	
62.	46	Uptime and penalty #7 Incident response	In- scope devices must be monitored on 24x7 basis. All incidents must be categorized in 4 levels of severity viz. Critical, High, Medium and Low (in decreasing order of severity). The severity rating of incidents will be defined in consultation with the selected Bidder by the Bank depending upon the business and compliance requirements. Closure of all incidences, once identified must be done as per the timelines given below: Critical events- within 4 hours High events- within 12 hours Medium and low events- within 24 hours	team needs to provide the corresponding support level agreement for the timelines mentioned. Please clarify if the issue will be addressed in 4 hours and the resolution/restoration timeline mentioned below meets the requirement : Critical : Restoration time is 16 hours and resolution time is 10 business days. High : Restoration time is 5 business days and resolution time is 15 business days. Normal : Restoration time is 10 business days and resolution time is scheduled private	Restoration and resolution timeline will be same as mentioned in the RFP clause.
63.	41	3. Delivery Schedule of	Completion of initial Implementation of Patch at endpoints/ nodes Within 6 week of	Please clarify does the initial implementation means to implement patch management solution only for 5% of endpoints and server	Initial Implementation means initial

64	41	Implementati on #3 3. Delivery Schedule of Implementati on #3	implementation of patch management solution(Go-Live). Completion of initial Implementation of Patch at endpoints/ nodes Within 6 week of implementation of patch management solution(Go-Live).		accessing all the endpoints and updating the initial patches to bring all machines to equivalent patch level. Go live means starting of project after completion of supply and implementation of all hardware and software to start the offered solution.
65		Additional suggestion for specifications		The Proposed should Provide peer-to-peer agent deployment in a subnet One file (Patch/Cab) should be downloaded only once for entire subnet and should be shared over LAN whenever required. All the agents in a subnet should be synced for all completely downloaded files (KB/WUA) Each of the agent should have a copy of the downloaded file and downloaded only once for the subnet Only one agent Nominated as Proxy server will be making a connection to the up- stream Server If the nominated proxy agent fails(shutdown) then one of the active agent should take over as a proxy server and connect to the Upstream end point remote Server	Query not admissible.

				At any given point one of the active agent will be acting Proxy server establishing connection to the up-stream Server There should be checksum restart feature for the data downloaded on the active proxy server from the upstream Server All agents in a subnet should perform a local lookup for a file required then if not found will send the request to the active proxy server in that subnet If the primary agent goes down, the secondary agent should start serving the endpoints from where the primary agent had left. All these configurations and settings are done dynamically.		
66.		Additional suggestion for specifications		The end point management solution should provide minimum administrative overhead with automation of functionality like desired state automation by running and maintaining the Application desired state If the Application file at end point is corrupted, then its automatically replaced If the Application file is deleted, then its automatically replaced A registry setting is changed and replaced back to desired state A software is uninstalled and re-installed back automatically as a desired state	Query admissible.	not
67.	RFP Page no. 13	Clause no. 3 Eligibility Criteria Point no. 4	The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018- 19 & 2019 -20.	Request UCO Bank to please relax this clause for MSME & StartUp's who are technically fully compliant with the scope & experience. As per the government guideline of meeting of quality and technical specifications as per GFR-2017 (We have recently got the considered for one of the largest PSU Bank in India as an MSME)	Please corrigendum.	refer

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				OR We request UCO Bank to modify this clause and consider the latest Balance sheet of 2018-2019, 2019-2020 and 2020-2021 with the annual turnover of 10 crore. OR We request UCO bank to consider the Average turnover of last 3 years of balance sheet 2017-2018, 2018-2019 and 2019 - 2020 atleast 8 Crore. OR We request UCO bank to consider Average turnover of last two years i.e 2018-2019 and 2019-2020 atleast 10 Crore. Our solution is 100% technically compliant just because of turnover clause we are unable to participate in this RFP, It's our humble request to bank to please consider our responses and allow us to participate in the RFP. Our turn over : 1. 2018-2019 – 10Cr 2. 2019-2020 – 15Cr 3. 2020 – 2021 – 22Cr	
68.	RFP Page no. 35	Clause no. PART – IV: Scope of Work Point no. 10	Proposed solution should provide industry recognized vulnerability scanning and reporting for the purposes of integrated remediation of non-compliance	This Is the VAPT tools Functionality, the tools can have a seamless integration with our patching solution. It can be easily integrated with third party application like Nessus, Rapid 7, Qualys. Request bank to modify the clause. "Patching Solution can be integrated with the VAPT solutions" Also need to know which VAPT tools bank currently have? OR Bank also require VA scanning solution also a part of the patching solution need clarification.	Clause clarified as " VA Scanning is part of the patch Management Solution"

69.	RFP Page no. 37	Clause no. PART – IV: Scope of Work Point no. 49	Proposed solution should be able to identify the computers that have installed the patch that is to be rolled back on need basis and rollback updated patches on need basis.	If patch is allowed to uninstall by OEM, uninstallation shall be possible	Clause Modified as "Proposed solution should be able to identify the computers that have installed the patch that is to be rolled back on need basis and rollback updated patches on need basis provided patch is allowed to uninstall by OEM"
70.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (A) (ii)	40 % of order value along with GST on successful implementation of project. Or on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit (PBG) as mentioned in clause no. 9 of this RFP	Release of 40% payment on the installation note & User Acceptance Report signed by an authorised official of the bank, successful implementation and Submission of Bank Guarantee issued by a PSU bank (3% Security Deposit (PBG) as mentioned in clause no. 9 of this RFP)	Clause stands as per RFP.
71.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (A) (iii)	Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.	Release 10% immediately post project is Go live. As PBG is already been submitted by the bidder as a security deposit.	Clause stands as per RFP.
72.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (i)	After completion of Implementation of Patch Management at centralized servers and 5% of Endpoints of total order. Post sanity testing and obtaining Signoff from the Bank.	We request UCO Bank to modify this clause and release payment 50% on the delivery of the Software Licenses. We being a bidder we have to pay 100% payment to the OEM post software delivery.	Clause stands as per RFP.
73.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (1)	After completion of Implementation of Patch Management at centralized servers and 5% of Endpoints of total order. Post sanity testing and obtaining Signoff from the Bank.	Release of 10% after completion of implementation of patch Management at centralized severs and 5% of Endpoints post sanity testing and obtaining of Signoff from the Bank.	Clause stands as per RFP.

74.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (2)		itation of pa al endpoints	tch management at	10%	Clause stands as per RFP.
75.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (3)		Itation of pa al endpoints	tch management at	10%	Clause stands as per RFP.
76.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (4)	Implementation of patch management at 75% of total endpoints			10%	Clause stands as per RFP.
77.	RFP Page no. 44	Clause no. Part V: TERMS OF PAYMENT Point no. 6 (B) (5 & 6)	100% of to		tch management at ts and After 3 months f the project	Release 10% immediately post project is Go live. As PBG is already been submitted by the bidder as a security deposit to UCO bank.	Clause stands as per RFP.
			Service Area:	Expected Service Level:	Deliverable/Penalty	Request Bank to Modify this clause to	
78.	RFP Page no. 45	Clause no. Part V: Uptime & Penalty Point no. 7 (1)	Device (Hardwa re/ Software) compon ent Failure	Problem resolved between 24 to 72 hours	2% of Monthly Pay- out	0.5% of Monthly Pay-out.	Clause stands as per RFP.
				Problem resolved after passage of 72 hours.	5% of Monthly Pay- out	2% of Monthly Pay-out	Clause stands as per RFP.

			Set of Devices (Hardwa re/Softw are) compon		10% of Monthly Pay-out on each Occasion.	Request UCO bank to modify the Clause to 2% of Monthly pay out on each occasion. Also if there is No response for any hardware/Application due to network failure it should be 100% exempted from bidder's penalty.	Clause stands as per RFP.
79.	RFP Page no. 45	Clause no. Part V: Uptime & Penalty Point no. 7 (2)	ent failure leading to the complet e disruptio n of the objectiv e perform ed by the said devices. (Both DC and DR down at the same time)		100% of Monthly Pay-out if problem not resolved within 48 Hours.	Request UCO bank to modify the Clause to 50% of Monthly pay out on each occasion. Also if there is No response for any hardware/Application due to network failure it should be 100% exempted from bidder's penalty.	Clause stands as per RFP.
80.	RFP Page no. 45	Clause no. Part V: Uptime & Penalty Point no. 7 (3)	Solution Uptime. (Individu al systems at DC/	Uptime % calculate d on monthly basis for each solution.	Penalty (in %) on overall monthly payout		Clause stands as per RFP.
		- 1 0111110. 7 (3)	DR)	99.00% to 99.49%	2.00%	Request UCO bank to modify the Clause 0.50%	

				98.00% to 98.99%	5.00%	Request UCO bank to modify the Clause 2.00%	
				95.00% to 97.99%	10.00%	Request UCO bank to modify the Clause 5.00%	
				94.99% and less	25.00%	Request UCO bank to modify the Clause 10.00%	
	RFP	Clause no. Part V:	Endpoint complia	Complian ce % calculate d on monthly basis for all solutions. (Except for scenario accepted by the Bank)	Penalty (in %) on overall monthly payout		Clause stands as per
81.	Page no. 45	Uptime & Penalty Point no. 7 (4)	nce level	97.00% to 98.99%	2.00%	Request UCO bank to modify the Clause 0.50%	RFP.
				93.00% to 96.99%	5.00%	Request UCO bank to modify the Clause 2.00%	
				85.00% to 92.99%	10.00%	Request UCO bank to modify the Clause 5.00%	
				Less than 85 %	25.00%	Request UCO bank to modify the Clause 10.00%	

			Number of DC(DC-DR-NDR)		Clause Clarified as "
82.	Page no. 101	Clause no. Annexure - XX	Software Specification: Note: Bidder is responsible for providing necessary hardware, software and licenses in HA mode in DC,DR and UAT locations and should have N+1 redundancy in DC and DR.	Do UCO bank also want DR also to be in HA.	Only DC environment should be in HA Mode" Please refer corrigendum.
83.			Number of Servers and OS flavours per DC		Numbers will be shared with successful bidder. And, Server flavour is already mentioned in RFP and corrigendum. Clause already clarified
84.			Number of Endpoints and geographical counts		To be shared with successful bidder.
85.			Current Patching tool/cycle		To be shared with successful bidder.
86.			Current Patch Compliance		To be shared with successful bidder.
87.			List of other tasks expected from Patching Tool.		To be shared with successful bidder.
88.	36	Part-IV, Scope of Work (Point- 36)	Proposed solution should support easy integration with enterprise Wide area Network (WAN) i.e. providing vulnerability assessment, device discovery etc. as per the IP address/host name/ domain.	The solution is capable of providing the vulnerability assessment for the end points and servers discovered under the patch management solution. Request the bank to modify the clause as "Proposed solution should be able to provide vulnerability	Clause clarified as: "Point is for in-scope devices"

				assessments for the machines which are registered under the Patch management Solution and not beyond that."	
89.	37	Part-IV, Scope of Work (Point- 39)	Proposed solution should support rollback of patches and service packs applied.	Microsoft Windows supports the rollback or uninstallation of their patches and service packs from Microsoft Windows Systems, However the same is not supported by many other OEMs (Linux, Mac, Adobe etc.) who donot support rollback or uninstallation of thier patches and services packs. We would request you to have a sandbox/testing environment where patches or service packs can be tested before they are pushed and installed through the patch management system. We would request you to modify this specification as below "The patches which supports rollback by OEMs, if required may be rolled back".	Clause already clarified
90.	37	Part-IV, Scope of Work (Point- 43)	Proposed solution should support regulatory specific reports i.e. reports required by the regulators as per the format shared by them during audit.	Regulatory Specific executive reports can be customised and are not inbuilt since these are geo specific reports for a specific country. Bank can take a report of the specific standards through available MS SQL Query analyser for as many customised reports.The following compliance documents. https://www.manageengin e.com/products/desktop-central/iso-27001- compliance.html. This Document is reference that How Manage Engine Desktop Central can help with the available regulatory standards.	Clause clarified as " Reports should be customised/made available as per the requirement of Bank"
91.	38	Part-IV, Scope of Work (Point- 46)	At any point of time, the resource including CPU utilization of any server/ appliance should not go beyond 70%. If the same crosses the threshold of 70%, bidder should replace/ upgrade the hardware to ensure	90% of the time CPU utilization of the Server will never cross 70%. But In-case of important bulk tasks like Agent up-gradation etc. The activity may cause the CPU utilization more than 70% with the probability of 10%.	Clause stands as per RFP

			the utilization within the aforesaid threshold without any additional cost to the bank.		
92.	38	Part-IV, Scope of Work (Point- 75)	The successful bidder shall handle all matters including the configuration, implementation, operation, monitoring, management and maintenance of the proposed solution.	protocols are still in place and travel restrictions donot allow physical movement of resources within the country. We request the bank to allow hybrid models (Onsite, Onsite+ Offsite, Offsite) for implementation assistance seamlessly for DC, DR & UAT.	Clause stands as per RFP
93.	38	Part-IV, Scope of Work (Point- 74)	The bidder should submit the future roadmap of at least 5 years of the respective OEM regarding development and support of proposed solutions/ products.	We would request you to modify the clause as: "The bidder should submit declaration from the OEM stating the quoted product will be supported for atleast 5 years and will undergo product development during this time."	Clause stands as per RFP.
94.	41	Part -V Consortium	The selected bidder may have a tie-up with any solution provider for providing the mentioned services. However, the selected bidder should have a relationship with the solution provider as an authorized reseller, distributor, and should have a back-to-back agreement to ensure that the total solution proposed is as a turnkey solution.	 Kindly provide the major responsibility of the Prime bidder and consortium partner. Is the Consortium partner responsible only to support the pre-qualification requirements mentioned in the RFP. Please clarify. Does the Prime Bidder and Consortium Partner submit any agreement (on Non- Judicial Stamp Paper) to the bank as part of bid documentation to substantiate the claim for bidding together, since MAF will be provided by OEM to the bidder to bid for thier software/hardware. 	Please refer the clause in full
95.	37	Part-IV, Scope of Work (Point- 43)	Proposed solution should support regulatory specific reports i.e. reports required by the regulators as per the format shared by them during audit.	Tools are capable of creating custom reports, However regulatory specific reports (RBI/IRDA etc) are very geo specific and not industry specific. Support for ISO27001 is more industry specific and is pre-defined. Since all patch a management solutions have	Clause already clarified

				custom and query reports, which can fetch any information from the solution/product Database. Request you to modify the clause as " Any type of reports required by audit agencies/regulators should be made available. Bidder can customise reports as per bank's requirement."	
96.	15	Tender document and Fee	A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs. 25,000/- (Rupees Twenty-five thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata	We would request the bank to exempt the bidder from paying the non-refundable tender fee whoever have participated in the earlier patch management RFP (same tender) which remained in-conclusive and had to be shelved.	Clause stands as per RFP
97.	15	1. Invitation for Bids	his Request for Proposal (RFP) is to invite proposals online from eligible bidders desirous of taking up the project for RFP for supply, installation, implementation and maintenance of Patch Management of End Points and Servers (Re-Tendering).	We would request to bank to clarify if the complete bid (Pre-qualification+ Technical + Price Bid) bid has to submitted both online and hardbid in person.	The current tendering process is e-Tendering process. Bidder has to submit duly signed and stamped copy of all documents online only on Tenderwizard site.
98.	38	Part-IV / scope of work point 79	All hardware must come with 3 years of warranty and 2 years of AMC post completion of warranty period. There should be provision of extension of AMC for a further period up to 2 years	The tenure of the contract has been mentioned as 3 years in Page-42 (Contract Period) . Please clarify how will the bidder quote for 2 years of AMC post completion of warranty period.	Clause already clarified
99.	39	Onsite support	any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, day to day MIS reports, conducting DR Drill, DC-DR Drill, database support including performance monitoring, perform	Kindly explain the scope of DR drill, DC DR Drill and the frequency for the same. What is the parameters to check the DR Drill exercise?	Details to be shared with successful bidder. Frequency will be quarterly.

			daily/weekly/monthly/yearly backup and restoration activity,		
100	39	Onsite support	any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, day to day MIS reports, conducting DR Drill, DC-DR Drill, database support including performance monitoring, perform daily/weekly/monthly/yearly backup and restoration activity,	Kindly confirm if the bank will provide the access to the bidder to its existing Ticket/ Service Desk Management Tool for MIS Reports, SLA Monitoring and evaluation, Asset management etc.	Currently Bank does not have any existing ticketing tool.
101	44	6	TERMS OF PAYMENT	Requesting you to Modify the clause as below Hardware : 90% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank. ii. 5% of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit (PBG) as mentioned in clause no. 9 of this RFP iii. Remaining 5% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project. B.Software: After completion of Implementation of Patch	Clause stands as per RFP

ofE	anagement at centralized servers and 5% Endpoints of total order. Post sanity testing
	d obtaining Signoff from the Bank.
	% of the total application cost &
	olementation cost
	mplementation of patch management at
25%	
	mplementation of patch management at
50%	
	mplementation of patch management at
75%	
	mplementation of patch management at
	After 3 months of successful Go-live of the
	oject -3%
	he Bidders should note that the contract
	tered with the successful bidder will
	for implementation and post go-live
	riod of 3 years (1 year warranty & 2
,	ars ATS), extendable at the Bank's cretion. The Bank will have the right, to re-
	•
	gotiate the prices/ terms and conditions st mutual discussion
	ATS on software item shall be paid in
	nual advance basis.
	Payment for FM services shall be paid in
	arterly advance basis
	questing you to Modify the clause as
	low
The	e penalty and Liquidated Damages under
	clauses is capped at maximum 5% of Clause stands as per
102 45 7 Uptime & Penalty TCC	
	Set of Devices (Hardware/ Software)
	mponent
	ure leading to the complete disruption of
the	

				devices. (Both DC and DR down at the same time)- 5% of Monthly Payout on each occasion. 10% of Monthly Payout if problem not resolved within 48 Hours. Manpower Services - After deducting prorata charge for absence of resource, additional penalty of 500/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource, no penalty shall be deducted. The penalty will be restricted upto 5% of monthly FM Charges. 2. The penalty is capped at maximum 5% of	
103	47	8	Liquidated damages	TCO Requesting you to Modify the clause as below The penalty and Liquidated Damages under all clauses is capped at maximum 5% of TCO. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder under this Contract	Clause stands as per RFP
104	47	9 (vi) & (vii)	In case the 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. vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days' notice for the	Requesting you to Modify the clause as below vi. In case the 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 subject to maximum 5% of the differential cost of	Clause stands as per RFP

			same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	UCO Bank reserves the right to get the balance order executed by another party of its choice	
105	46	9 (viii)	UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.	Requesting you to delete the clause	Clause stands as per RFP
106	50	16	TAXES	Requesting you to Modify the clause as below a.Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement, GST shall be borne by Bank. c. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within hundred and eighty (180) days of the closure of the financial year.	Clause stands as per RFP

107	56	23	In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail: I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid. II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance	of the differential cost of original quoted cost for such deliverable as per commercial bid. II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 5% of the differential cost of original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance	
			of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may	executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 5% of the differential cost of original quoted cost for such deliverable as per commercial bid, which UCO Bank may	RFP

108	55	23 (IV)	In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	below In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank,	Clause stands as per RFP
109	57	24	INDEMNITY In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any	In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against actual, direct and proven claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any,	

	nature and kind whatsoever and by		
	whomsoever	nature in respect of the said Contract and	
	made in respect of the said Contract and	any damage caused from and against all	
	any damage caused from and against all	suits and other actions that maybe instituted	
	suits	or preferred against the Bank or which the	
	and other actions that maybe instituted or	Bank may have to bear, pay or suffer directly	
	preferred against the Bank or which the	due to willful omission or commission of any	
	Bank	grossly negligent act on our part and/or on	
	may have to bear, pay or suffer directly or	the part of our employees, representatives,	
	indirectly due to omission or commission of	agents and/or associates, sub-contractors in	
	any act on our part and/or on the part of	performance of the obligations enumerated	
	our employees, representatives, agents	under the	
	and/or	said Request for Proposal and Service Level	
	associates, sub-contractors in performance	Agreement/Contract/Master Service Level	
	of the obligations enumerated under the	Agreement dated;	
	said Request for Proposal and Service Level		
	Agreement/Contract/Master Service Level	We the Vendor further irrevocably agree and	
	Agreement dated;	undertake to hold the Bank harmless,	
		indemnify and keep the Bank indemnified	
	We the Vendor further irrevocably and	from any of Vendor's following acts and	
	unconditionally agree and undertake to	deeds, irrespective of genuineness or	
	hold the	enforceability of the aforesaid	
	Bank harmless, indemnify and keep the	Contract/Agreement or insolvency,	
	Bank indemnified from any of its following	bankruptcy, reorganisation, dissolution,	
	acts	liquidation or change in ownership of UCO	
	and deeds, irrespective of the value,	Bank or us or any other circumstance	
	genuineness or enforceability of the	whatsoever which might otherwise constitute	
	aforesaid	a discharge of the Vendor:	
	Contract/Agreement or insolvency,		
	bankruptcy, reorganisation, dissolution,	a) material breach of any representation or	
	liquidation or	false representation or inaccurate statement	
	change in ownership of UCO Bank or us or	or assurance or covenant or warranty of the	
	any other circumstance whatsoever which	service provider under these presents and/or	
	might otherwise constitute a discharge of	Request for Proposal and Service Level	
	the Vendor:	Agreement/Contract/Master Service Level	
		Agreement;	
	a) material breach of any of the terms of the	b) infringement of any intellectual property	
· · · ·			

	RFP/SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement/Contract/Master Service any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service	including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement; e) Gross Negligence or gross willful	
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			provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;		
110	60	29	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.		Clause stands as per RFP
111	60	29	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services.	Requesting you to Modify the clause as below Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. Except for disputes arising due to the non-payment of fees for the services rendered by the bidder under the RFP. Likewise Bank shall not withhold any payments due to the bidder pending the resolution of the dispute between the Parties.	Clause stands as per RFP
112	61	30		Requesting you to Modify the clause as below g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and	Clause stands as per RFP

113	61	31	incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever. i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. Termination for Convenience The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time	choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. However, the liability of sleeted bidder under this clause shall not exceed 5% of the differential cost unperformed services or undelivered material. This clause is applicable, if the contract is cancelled for any reason, whatsoever. act. Requesting you to Modify the clause as below Termination for Convenience Either Party may, by written notice for a	Clause stands as per RFP
			for its convenience.	Agreement, in whole or in part, at any time for its convenience.	
114	65	39 (e)	The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract / Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Requesting you to Modify the clause as below Except for disputes arising due to the non- payment of fees for the services rendered by the bidder under the RFP, The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the	

115	65	40	Arbitration All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.	All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The	Clause stands as per RFP
			The Arbitrator / Arbitrators shall give a reasoned award.	Arbitrator / Arbitrators shall give a reasoned award.	
116	64	42	34. LIMITATION OF LIABILITY i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value. ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential	this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total 5% project cost/contract value. ii. Service Provider will ensure Bank's data	Clause stands as per RFP

			customer/Bank's related information to the extent of loss cause. iii. The limitations set forth in point no. 1 shall not apply with respect to: a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership. b) damages occasioned by the gross negligence or willful misconduct of Service Provider. c) damages occasioned by Service Provider for breach of confidentiality obligations. d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.	of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause, maximum upto 5% of project cost/contract value. Neither party shall be liable to the other party for any loss of profit, production, anticipated	
117	95	10 of NDA	10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).	Requesting you to Modify the clause as below 10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of expiry or termination of this Agreement (except for personal customer data which shall remain confidential forever).	Clause stands as per RFP
118	NA			Requesting you to add the clause as below Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be	Clause not admissible.

				engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	
119	NA			Requesting you to add the clause as below Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	Clause not admissible.
120	83	Annexure - XIV	Undertaking for Authorization	As per our understanding, This annexure is applicable Only for the OEMs participating in this tender. Kindly confirm.	The annexure is applicable to OEM/ OSD
121	12 to 14	3. Eligibility Criteria	Proof of documents to be submitted	We request the Bank to allow the Eligibility Criteria compliance basis the documentary evidence from the Bidder OR Bidder's Parent Company (in case the Bidder is a wholly owned subsidiary of parent company). Please confirm the acceptance of our request.	Clause stands as per RFP.
122	15	3. Tender document and Fee	A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs. 25,000/-	In the prevalent pandemic situation processing and submitting the tender document fee in the form of Demand Draft or Banker's Cheque would be a difficult as well as a potential medical risk.	Please refer Bank details on Page 16.

			(Rupees Twenty-five thousand	So, in view of the above we would request	
			Only) in the form of Demand Draft or		
			Banker's Cheque in favour of UCO BANK,	details and accept the tender document	
	41	3. Delivery	payable at Kolkata.3. Delivery Schedule of Implementation	fee in the form of an online transfer. We would request UCO Bank to confirm the	
		Schedule of		availability of the following pre-requisites for	
		Implementati		rolling out the solution across the Servers &	
		on		end-points:	
				Reachability between Server IP to Client IP	
				Address.Port Opening Between Server and Client IP	
				Address Over TCP 80/443 for Client	
				Communication , SSH(22) for Linux	
				Client/Server Troubleshooting, Win RM	
				(5985,5986).	
				• DNS Resolutions between Server and Client.	
				• AD (GPO) Establishment between all Client.	
				In case of a deviation we need to know the	
				count of endpoints which is not part of AD	Dataila ta ba abarad
123				implementation to access the additional manual effort which would be required for	
125				solution implementation.	bidder
				GPO need Port Opening between AD and	
				Clients (389 & 636).	
				Service Account for Package Installation –	
				Local Admin or Domain Account.	
				• If there is any public Users then DMZ Zone	
				need to be created from Data Centre with Public IP.	
				Patch Repository Replication between	
				Central to Each Branch Office via SMB	
				139/445, where allocated Desktop with 8GB	
				Memory, 200GB HDD and 1 GB NIC.	
				• Port Opening Between Patch Server to	
				SMTP(25) / POP3(110/995) for Email Alerts.	
				• Linux Server Patching – Each Flavour of	
				Linux need dedicated Satellite Server to	

				download Licensed updates from respective Linux OEM. If the Bank does not have such Servers and if the Bidder has to include in the proposed solution then Bank has to provide the details of Linux flavours which are currently implemented across the Bank.	
124	43	5. Warranty ,AMC, & ATS	Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)	 (1) As per our understanding a standard product (COTS software) from an OEM is expected to get implemented, so we would like to know what exactly is the anticipation from customization point of view. Please elaborate regarding the customization requirement. (2) AMC of COTS software covers regular patches & upgrades as per the OEM standard product policy and it does not include any Bank / customer specific customization. So we would request the Bank to remove the requirement of providing "modifications, customization & upgrades due to Bank specific changes". 	Clause stands as per RFP.
125	45	7. Uptime & Penalty	Compliance % calculated on monthly basis for all solutionsPenalty (in %) on overall monthly pay-out 99.00% and above 0.00% 97.00% to 98.99% 2.00% 93.00% to 96.99% 5.00% 85.00% to 92.99% 10.00% Less than 85 % 25.00%	We would request to amend the Penalty for Endpoint Compliance to 95.00% to NIL since meeting the required 99.00% compliance is not practically feasible. As an industry practice for large enterprises, where end-points are geographically spread out, deviation of 5% should be considered even if the best standards of Patch Management is implemented. Please confirm the acceptance of our request.	Clause stands as per RFP.
126	45, 46	7. Uptime & Penalty	Patch Management Solution infrastructure may be subjected to audit from Bank and/or third party. Audit observations to be closed in mutually agreed timeframe.	Patch Management for Penetration Testing	Clause not admissible.

			Vulnerability Analysis and Penetration Testing exercises conducted by Bank will also considered under this point. Penalty of 2% for each week of delay in implementation of critical and important observations. Penalty of 2% for each repeated observations.	configuration changes in source code etc. System Integrator can only apply those patches which are available from OEM for mitigation of vulnerabilities. In view of the above we would request the Bank to remove the Patch Management for PT patches.	
127	38	Part-IV Scope of Work	competent to handle/ integrate/	statements after completion of the implementation phase. Also, please help us to understand the frequency and quantity of	Details to be shared with successful bidder.
128	46	7. Uptime & Penalty	Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalty	Please amend the penalty to a maximum cap of 10% of monthly per FM charges. Also, it is requested to apply only prorata charges for the absence of FM.	Clause stands as per RFP

129	46	7. Uptime & Penalty	After deducting prorata charge for absence of resource, additional penalty of 500/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource, no penalty shall be deducted. The penalty will be restricted up to 25% of monthly FM Charges. In- scope devices must be monitored on 24x7 basis. All incidents must be categorized in 4 levels of severity viz. Critical, High, Medium and Low (in decreasing order of severity). The severity rating of incidents will be defined in consultation with the selected Bidder by the Bank depending upon the business and compliance requirements. Closure of all incidences, once identified must be done as per the timelines given below: Critical events- within 4 hours High events- within 12 hours Medium and low events- within 24 hours All incidents their root cause and action taken need to be logged and maintained incident register (hardcopy/ offline) to create a knowledgebase (softcopy/ online) for future reference.	Bank has requested for two FM resources. Please clarify that who will perform the 24*7 monitoring. Please clarify that who is performing the said logging as bidder can only take the ownership to closure of the incidents on supplied infrastructure within 9AM-8PM as per the availability of FMS resources. Please elaborate the tools which are currently used by Bank so that online based knowledge management can be maintained.	Clause Clarified as: " Monitoring process should be automated"
130	38	62	Proposed solution should allow console operator to trigger alerts when userdefined conditions are met primarily through e-mail based alert system. But as per requirement bank may ask for trigger alerts through SMS.	We would request the Bank to provide the respective SMS Gateway Server and configuration support for the same.	
131	45	Part V, Uptime & Penalty, 7	Expected Service Level and Deliverable/Penalty	Offline systems (beyond 5 to 7 days) will not be considered for compliance check.	Please refer to the RFP

132	39	Part -IV, Scope of Work, 81	All critical patches for all software supplied should be applied to end points within 15 days or as per the recommended timeline (whichever is lower) mentioned by OSD/OEM of release of critical patches.	Microsoft has stopped releasing patches for Windows 7 which should be excluded while measuring uptime level. Offline systems to be excluded.	Please refer to the RFP
134	36	Part -IV, Scope of Work, 29	There should be a UAT set-up where every patch is to be tested before actual installations at endpoints or servers.	Separate license is required to be procured for UAT setup.	RFP clause in this regard is self- explanatory.
135	41	Part V, Delivery Schedule of Implementati on, 3.2	Installation and implementation of hardware and its related software, software licenses for Patch Management solution	Please clarify total how many weeks provided to deploy the patch management solution post hardware and software delivery. is it 10 weeks total? Such project will at least take 20 business weeks. since bank has multiple branches and considering bandwidth and other configuration it required minimum 20 business weeks for patch management solution. During implementation activity one contact person name should be nominated from each branch to complete this activity hassle-free.	Total duration of implementation of patch management and updating initial patches to endpoints is 16 weeks.
136	43	Part V, 5. Warranty ,AMC, & ATS, Software	Type of Support : Issue must be addressed and tentative timeline for resolution must be provided in Less than 2 Hr.	Kindly change this from 2 Hr. to 4 Hr.	Clause stands as per RFP.
137	13	Part -I, 3 Eligibility Criteria, 6	The OSD solution offered by bidder must be working in 10000 endpoints of at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India.	Under this Clause Bank has asked for proposed OEM Purchase Order. Now please note that any customer generally do not place orders directly on OEM. As per OEM's company policy they do not take Purchase Order from end customers directly. Hence any order has to be routed through their Authorized partner(s). Hence they can	Clause stands as per RFP.

				provide a PO in the name of any of their authorized partner(s). Hence the Implementation/Under Implementation/Satisfactory Working Certificate will be in the name of that partner. No customer will issue such Letter/Certificate in the name of OEM. Hence we would request you to revisit this clause and only ask for End Customer Purchase Order against the criteria of this particular clause as a documentary evidence.	
138	47	8, Part V	LIQUIDATED DAMAGE Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	Request you to modify the clause as: Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5 % (Half a percent) of the price of undelivered portion/	Clause stands as per RFP.
139	71	Annexure IV	Original Solution/Software Developer Authorisation Form (OSDAF)	Since Annexure III [Manufacturer Authorisation Form (MAF)] will be submitted, we request you to delete this Annexure	MAF IS FOR Hardware items and OSDAF for Software items.
140	81	Annexure X	Undertaking Letter on the selected bidder"s letterhead for Central Minimum Wages Act & Labour Laws	We've submitted this against other RFPs in the past. Request you to delete this Annexure please.	
141	100	Annexure – XX	ELIGIBILITY COMPLIANCE 7. Bidder should have the following ISO or other security certification: ISO 9001, ISO 27001.	ISO/IEC 27001 Certificate which is for Information security management systems is in name of our parent company since this doesn't apply to all kind of organizations. Please clarify if the same will be acceptable. Else kindly delete "ISO 27001"	Clause is modified as: Bidder should have the following ISO or other security certification: ISO

				9001 AND/OR ISO 27001.
142	NIL	General Query	Quantity of License is mentioned to be 20000 for endpoints and 100 for servers. Is it likely to be split among more than 1 Bidders while procurement or the entire amount will be purchased through the L1 Bidder only?	

<u>Corrigendum</u>

- A. Scope of Implementation of Patch Management in LINUX server is withdrawn from Scope Of Work of RFP. All clause in RFP pertaining to LINUX Server (Only) is considered to be deleted from RFP.
- B. Scope of Implementation of Patch Management in Endpoints having Windows 7 OS is withdrawn from Scope Of Work of RFP. While considering number of endpoints and/or penalty, all endpoints having Windows 7 OS will not be considered to be part of RFP.
- C. The offered solution should be a single agent solution covering the scope of the RFP.

D.		
Reference	Original clause	Modified Clause
Page 35, Scope of work. Point-1	Proposed patch management solution must offer all the patching, application/software delivery, license metering and asset inventory management capabilities, for Windows and non-windows operating system. The OS may be all the flavours of Windows client OS (Windows 7 and above and all future versions), all flavours of Windows Server OS, RHEL Linux Server OS. Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.). All critical application/software must also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture.	Proposed patch management solution must offer all the patching, application/software delivery, license metering and asset inventory management capabilities, for Windows operating system. The OS may be all the flavours of Windows client OS (Windows 8 and above and all future versions), all flavours of Windows Server OS. Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.). All critical application/software must also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture
Page 13 and 99, Eligibility criteria- (Point No.5)	The Bidder should have experience of implementation of Patch management solution in 10000 windows end points in at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India where the solution is successfully implemented or under implementation.	The Bidder/OSD should have experience of implementation of Patch management solution in 10000 windows end points in at least one BFSI/ PSB/ PSU/ Government Organization during last 5 years in India where the solution is successfully implemented or under implementation.
Page 13 and 99- 100, Eligibility criteria- (Point No.5 and 6) – Document requirement	Documentary evidence with relevant copies of Purchase Order and implementation certificate/ Satisfactory Working Certificates from BFSI/ PSB/ PSU/ Government Organization mentioning that bidder has implemented the solution in at least 10000 end points and is working	Documentary evidence with relevant copies of Purchase Order and implementation certificate/ Satisfactory Working Certificates from BFSI/ PSB/ PSU/ Government Organization mentioning that bidder/OSD has

	in last five years including names of clients with Phone, E Mail IDs etc. I n case of Under Implementation, bidder has to submit certificate from respective BFSI/ PSB/ PSU/ Government Organization clearly stating satisfactory performance of the bidder as on date of bid submission.	implemented the solution in at least 10000 end points and is working in last five years including names of clients with Phone, E Mail IDs etc. In case of Under Implementation, bidder/OSD has to submit certificate from respective BFSI/ PSB/ PSU/ Government Organization clearly stating satisfactory performance of the bidder as on date of bid submission.
Page-38, Point 62	Proposed solution should allow console operator to trigger alerts when user defined conditions are met primarily through e-mail based alert system. But as per requirement bank may ask for trigger alerts through SMS	Proposed solution should allow console operator to trigger alerts when user defined conditions are met primarily through e-mail/ SMS based alert system.
Page-38, Point 68	In the proposed solution, reports should be downloaded in CSV/PDF/TXT/XLSX/XML formats as per requirement of the bank	In the proposed solution, reports should be downloaded in CSV/PDF/TXT/XLSX formats as per requirement of the bank.
Page-13 and 99, Eligibility Criteria-4	The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018- 19 & 2019-20.	The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017- 18, 2018- 19 & 2019-20. In case bidder is Start-Up (as defined by DIPP) turnover clause is relaxed subject to meeting of experience criteria of implementation as mentioned in eligibility criteria 5.
Page-37, point- 50	Proposed solution should be able to provide real-time (within minutes) patch deployment status monitoring	Proposed solution should be able to provide real-time (within 2 hours) patch deployment status monitoring
Page 101	Bidder is responsible for providing necessary hardware, software and licenses in HA mode in DC,DR and UAT locations and should have N+1 redundancy in DC and DR	Bidder is responsible for providing necessary hardware, software and licenses in HA mode in DC location and should have N+1 redundancy in DC and DR
Page-14 and 100, Eligibility clause-7	Bidder should have the following ISO or other security certification: ISO 9001, ISO 27001	Bidder should have the following ISO or other security certification: ISO 9001 AND/OR ISO 27001.

E. <u>Revised Delivery Schedule of Implementation</u>

Sr	Activity	Time Period for Completion
1	Supply and delivery of Server hardware and its related software, software licenses for Patch Management solution AND Installation and implementation of hardware and its related software, software licenses for Patch Management solution	Within 8 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder
2.	Completion of initial Implementation of	Within 8 week of implementation of
	Patch at endpoints/ nodes	patch management solution(Go-Live).

F. <u>Revised Annexure -III and IV</u>

(Letter to be submitted by the Manufacturer on firm's official letter head)

Manufacturer Authorisation Form (MAF)

To,

General Manager (DIT, BPR & BTD) UCO Bank, Head Office, Department of Information Technology 5th Floor, 3&4, DD Block, Sector-I Salt Lake, Kolkata -700064

Dear Sir,

Ref: RFP for Supply, install, implement and maintenance of Patch Management for End Points & Servers (Re-Tendering), RFP Ref No.: UCO/DIT/0618/2021-22 Date: 24/06/2021

bidder authorized by us fails to perform in terms of the RFP. We shall continue and ensure support services to Bank either directly or Bank appointed third party vendor, regarding this decision of bank will be final and binding upon us.

We also undertake to supply, support and upgrade of proposed hardware/ software over a period of five (5) years.

Yours Faithfully

Authorised Signatory

Name: Phone No. Fax E_mail

Kolkata 06.07.2021