



UCO BANK
Department of Information Technology

Request for Proposal (RFP) for Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC)

RFP REF NO: DIT/BPR&BTD/OA/5033/2018-19 Date: 15/02/2019

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

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
1	9	1.2	1.2 objective Vulnerability Assessment & Penetration Testing for critical devices/ servers /applications/ solutions.		As bank intends to do penetration testing on the network but no RFP/ specifications being published for the respective solution, so how does bank wants to address this question? Please confirm the scope of VAPT including frequency, devices, application count. Also confirm on the PT type.	This point of the clause shall be read as : Vulnerability Assessment for critical devices/ servers /applications/solutions.
2	9	1.2	Risk assessment and mitigation, protection, execution support for the Security solutions, devices, software and applications under the scope of C-SOC.	Objective	Need an understanding as to how UCO will calculate the value of this point.	Clause stands as per RFP.
3	9	1.2	Dashboard for reporting and SLA management.	Objective	Is UCO asking for one single dashboarding for reporting and SLA management. Or individual solutions must have the feature for the same. Additionally, Is SLA Management Tool an additional requirement for UCO bank, as it would incur cost to bidder. Request UCO Bank to clarify the point so that we can size it accordingly.	Clause stands as per RFP.
4	9	1.2	Providing adequate resources for on-going operations of the Cyber Security Operations Centre (C-SOC).		Please specify whether the bidder need to provide dedicate onsite resources or offshore model can also be proposed. Also In case of dedicate resources, Pls confirm the deployable location.	Clause 4.4 stands as per RFP.
5	9	1.2	Ensure adequacy, appropriateness and concurrency of various policies as per the requirement of regulatory authorities and Government of India Security authorities, IT Act 2000 and subsequent amendments and guidelines in place		Which policies are being referred to here and what is required from the System Integrator ('SI')? Our understanding is the Bank is required to maintain policies to ensure its adherence to the laws and regulations applicable to them as the SI's scope of work is limited to customisation and maintenance of Cyber Security Operations Centre.	Ensure adequacy, appropriateness and concurrency of various policies as per the requirement of regulatory authorities and Government of India Security authorities, IT Act 2000 and subsequent amendments and guidelines in place.

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6	9	1.2	Ensure adherences to Bank's Information Security Policy and Cyber Security Policy.		What are these policies? Kindly share the copy of all the policies with us for the review. Else, any adherence to the policies shall be on a mutually agreeable basis, executed in writing by both the parties.	This point of the clause shall be read as : Ensure adequacy, appropriateness and concurrency of various policies as per the requirement of regulatory authorities and Government of India Security authorities, IT Act 2000 and subsequent amendments and guidelines in place.
7	13	2.1	This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) in Sealed offers/Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Details table and in the RFP clauses. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.	Invitation for Bids	This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) in Sealed offers/Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Details table and in the RFP clauses along with proposed deviations. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.	Clause stands as per RFP.
8	17	2.11	Disclaimer	as per RFP	to be deleted.	Clause stands as per RFP.
9	17	2.15	Acceptance of Terms	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP— Bidder/Sl will comply with the terms of the RFP, when read along with the Bidder's proposal.	No change. Clause stands as per RFP.
10	18	2.16	RFP Response All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents		All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other— Recipients who have registered a submission and to disclose— and/or use the contents of the submission as the basis for any— resulting RFP process, notwithstanding any copyright or other— intellectual property right that may subsist in the submission or— Banking documents.	No change.

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11	25	2.16	<p>RFP response</p> <p>All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents</p>		Please note that the bidder/Sl does not give a right to the Bank to reproduce any of its confidential information or intellectual property provided under the proposal in any way except for its internal evaluation.	Clause stands as per RFP.
12	18	2.17	RFP Response Validity Period	RFPs response will remain valid and open for evaluation according to their terms for a period of at least 6 months from the time the RFP response submission process closes.	RFPs response will remain valid and open for evaluation according to their terms for a period of at least 6 three months from the time the RFP response submission process closes.	Clause stands as per RFP.
13	13	2.2	<p>Due Diligence</p> <p>The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.</p>		<p>The Bidder is expected to examine reasonably study all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after reasonable careful study and examination of this RFP with full understanding of its implications. The Bid should be fairly precise, complete and in the prescribed format as per the requirement of this RFP along with the proposed deviations. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.</p>	Clause stands as per RFP.
14	14	2.3	<p>Due Diligence</p> <p>During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.</p>		During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information ,which have been intentionally incorporated ,the bid will be rejected summarily by The Bank.	Clause stands as per RFP.

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15	18	2.20	OEM Authorization In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.		In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.	Clause stands as per RFP.
16	19	2.22	Compliance To Labour Act As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act and it should be complied.		As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act and it should be complied. Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Clause stands as per RFP.
17	19	2.23	Compliance The products & services offered to the Bank must be in compliance with all Laws, Regulations & Government guidelines of India. It also should not violate any of the provisions of the IT Act 2000 and all its subsequent addendums in anyway or any other legal provisions relating to such products or services in India. The bidder must ensure that application /solution is free from embedded Malicious/ fraudulent code being implemented by them in the Bank. The bank reserves the right for audit.		The products & services offered to the Bank must be in compliance with all Laws, Regulations & Government guidelines of India currently in force . It also should not violate any of the provisions of the IT Act 2000 and all its subsequent addendums currently in force in anyway or any other legal provisions relating to such products or services in India. The bidder must ensure that application /solution is free from known embedded Malicious/ fraudulent code being implemented by them in the Bank. The bank reserves the right for audit.	Clause stands as per RFP.

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18	21	2.26	<p>Submission of offer – Bid System</p> <p>All the pages of the RFP duly signed and stamped by the bidder</p> <p>The entire clause mentioned in the RFP should be complied by the bidder. Conditional remarks will not be accepted by the Bank. 4) Documentary proof in support of Eligibility Criteria mentioned in the RFP. 5) All Annexures- A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T of the this RFP should be duly signed and complied.</p>		<p>All the pages of the RFP duly signed and stamped by the bidder along with the proposed deviations.</p> <p>The entire clause mentioned in the RFP should be complied by the bidder. Conditional remarks will not be accepted by the Bank. 4) Documentary proof in support of Eligibility Criteria mentioned in the RFP. 5) All Annexures- A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T of the this RFP should be duly signed and complied along with the proposed deviations.</p>	Clause stands as per RFP.
19	22	2.26	<p>Submission of offer – Bid System</p> <p>The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.</p>		<p>The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders. however, the same shall be initiated through mutual discussion <u>and such modifications are to be made only prior to last date of bid submission.</u></p>	Clause stands as per RFP.
20	15	2.4	<p>Earnest Money Deposit</p> <p>The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days with a further claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:</p> <p>Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).</p> <p>The Earnest Money Deposit may be forfeited under the following circumstances:</p> <p>a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).</p> <p>b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or</p>		<p>The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 18030 days with a further claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:</p> <p>Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon upon award of the contract. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA) on mutually agreed terms.</p> <p>The Earnest Money Deposit may be forfeited under the following circumstances:</p> <p>a. If the bidder withdraws its bid during the period of bid validity (30 180 days from the date of opening of bid).</p> <p>b. If the bidder makes any statement or encloses any form which at the time of conveying know it turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or</p>	Clause stands as per RFP.

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			<p>c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.</p> <p>d. The bidder violates any of the provisions of the terms and conditions of this tender specification.</p> <p>e. In case of the successful bidder, if the bidder fails: To sign the contract in the form and manner to the satisfaction of UCO BANK To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).</p>		<p>c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee after signing of contract on mutually agreed terms.</p> <p>d. The bidder violates any of the provisions of the terms and conditions of this tender specification along with proposed deviations.</p> <p>e. In case of the successful bidder, if the bidder fails: To sign the contract on mutually agreed terms and conditions in the form and manner to the satisfaction of UCO BANK To furnish Performance Bank Guarantee on mutually agreed terms and conditions in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA) on mutually agreed terms.</p>	
21	22	2.4	Earnest Money Deposit		Please note that the EMD of the unsuccessful bidder shall be returned immediately upon the selection of the successful bidder. Further, the EMD shall only be forfeited if the SI is withdraws their bid before the completion of the bid validity period, without assigning any reason. Also, please note that the successful Bidder shall submit a performance guarantee within 30 days of signing a mutually agreed contract between the parties. If the parties are unable to reach a mutual agreement, no EMD shall be forfeited and no performance guarantee is required to be submitted	Clause stands as per RFP.
22	16	2.5	5 Rejection of the Bid	Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank. e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid	Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid which have been intentionally incorporated / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) along with the proposed deviations are liable for rejection by the Bank. e. Bidder should comply with all the points mentioned in the RFP along with proposed deviations. Noncompliance of any point will lead to rejection of the bid	Clause stands as per RFP.
23	15	2.5	Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.		We understand that the Bidder's compliance to the RFP will be read along with Bidder's proposal.	Clause stands as per RFP.
24	16	2.7	Modification and Withdrawal of Bids	No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank	No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank	Clause stands as per RFP.
25	23	2.7	Modification and Withdrawal		Please note that if the parties are unable to reach a mutual agreement, no EMD shall be forfeited and the SI/successful bidder can withdraw their bid.	Clause stands as per RFP.

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26	24	3.2	Technical & Commercial evaluation process	The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.	The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document along with the proposed deviations.	Clause stands as per RFP.
27	24	3.2	Technical & Commercial evaluation process	The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from opening of the commercial bids.	The prices and other terms offered by the bidder must be firm for an acceptance period of 180 30 days from opening of the commercial bids.	Clause stands as per RFP.
28	24	3.2	Technical & Commercial evaluation process	The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves right to obtain revised price bids from the bidders with regard to change in the RFP clauses. The bank reserves the right to accept any bid in whole or in part.	The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves right to obtain revised price bids from the bidders with regard to change in the RFP clauses. The bank reserves the right to accept any bid in whole or in part. However, the same shall be initiated through mutual discussion <u>and such modifications are to be made only prior to last date of bid submission...</u>	Clause stands as per RFP.
29	31	4.10	<p>4.10.1 The bidder shall perform its obligations under the service level agreement entered into with the Bank.</p> <p>4.10.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.</p> <p>4.10.3 If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.</p> <p>4.10.4 SLA violation will attract penalties as mentioned in the penalty clause.</p> <p>4.10.5 The selected bidder shall ensure uptime (to be calculated on monthly basis). The bank reserves the right to impose / waive any such penalty.</p> <p>4.10.6 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>	Service Level Agreement (SLA)	<p>4.10.1 The bidder shall perform its <u>material</u> obligations under the service level agreement entered into with the Bank.</p> <p>4.10.2 If any act or <u>material</u> failure by the bidder under the agreement results in <u>substantial</u> failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.</p> <p>4.10.3 If the bidder fails to complete the due performance of the contract in accordance with the <u>material</u> specification and <u>material</u> conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance <u>after providing a cure period and notice of not less than 30 days.</u></p> <p>4.10.4 SLA violation will attract penalties as mentioned in the penalty clause.</p> <p>4.10.5 The selected bidder shall ensure uptime (to be calculated on monthly basis). The bank reserves the right to impose / waive any such penalty.</p> <p>4.10.6 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 <u>material</u> obligations and liabilities under the Contract.</p>	Clause stands as per RFP.

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30	39	4.10	Service Level Agreement ('SLA')		Please note that the parties shall mutually agree on a SLA, which would also include the bidder's proposal along with the tender terms and conditions. There shall be no set-off against the payment. If the SI agrees and accepts such penalties/LD in writing, then the SI shall issue a credit note only. Further, no performance guarantee will be forfeit except for the material breach of the contract and provided that there is no other remedy available with the Bank.	Clause stands as per RFP.
31	31	4.11	Monthly Uptime Penalty as % of overall monthly uptime Above 99.5% No Penalty 98% to 99.5% --- 2% 96% to 97.99% --- 4% 94% to 95.99% --- 6% 92% to 93.99% --- 8% 90% to 91.99% ---10% Less than 90%-- Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.	Penalty	We request UCO to change the following point to- Monthly Uptime Penalty as % of overall monthly uptime Above 99.5% No Penalty 98% to 99.5% --- -0.5% 96% to 97.99% --- 1% 94% to 95.99% --- 2% 92% to 93.99% --- 4% 90% to 91.99% --- 6% Less than 90%--- 8%	Clause stands as per RFP.
32	31	4.11	Monthly Uptime Penalty as % of overall monthly uptime Above 99.5% No Penalty 98% to 99.5% 2% 96% to 97.99% 4% 94% to 95.99% 6% 92% to 93.99% 8% 90% to 91.99% 10% Less than 90% Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated	Penalty	Monthly Uptime Penalty as % of overall monthly uptime Above 99.5% No Penalty 98% to 99.5% 2 0.50% 96% to 97.99% 4 1.5 % 94% to 95.99% 6 2.5 % 92% to 93.99% 8 3.5 % 90% to 91.99% 10 5 % Less than 90% Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated by giving 30 days cure period. In the event of termination the Bank shall pay the bidder for goods delivered and services rendered till the date of termination.	Clause stands as per RFP.
33	32	4.11	Penalty Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period. The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and performance bank guarantee may be revoked		Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period. The sum total of penalties including liquidated damages will not exceed 10-5% of the Total Cost of Ownership (TCO) within the contract period annualized contract value and the penalty for each month shall not be 5% of the monthly invoice. Thereafter, the contract/purchase order may be cancelled and performance bank guarantee may be revoked	Clause stands as per RFP.

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34	31	4.11			Kindly request the bank to cap SLA Penalty at 10% of Quarterly AMC / ATS Amount.	Clause stands as per RFP.
35	31	4.11	Penalty as % of overall monthly uptime	Penalty	Is penalty will be calculated on monthly uptime value? Please clarify on which value penalty will be calculated?	Penalty will be calculated on monthly uptime. Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period.
36	31	4.11	Penalty for Monthly Uptime	NA	Request Bank to revise penalties to: Above 99.5% - No Penalty 98% to 99.5% - 0.1% 96% to 97.99% - 0.5% 94% to 95.99% - 1% 92% to 93.99% - 2% 90% to 91.99% - 5% Less than 90% - Post 30 day notice, if Performance does not improve, Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.	Clause stands as per RFP.
37	32	4.12	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.	Bidders always adhere to timelines as per RFP. Though there were incidents pertaining to OEM delivery terms and other factors, because of which there were delays in delivery and implementation of solution.	We request you to kindly amend this clause as: Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 5% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.	Clause stands as per RFP.

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38	32	4.12	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.	Liquidated Damages	Notwithstanding the Bank's right to cancel the order, liquidated damages at ± 0.25% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). Notwithstanding anything else contained elsewhere, The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10- 5% of the annualized contract value and the penalty for each month shall not be 5% of the monthly invoice total project cost . Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee . Liquidated damages will be calculated per week basis.	Clause stands as per RFP.
39	32	4.12	Liquidated Damages	The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. Bank may invoke the Bank Guarantee for further delay in start of the services	The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. Bank may invoke the Bank Guarantee for further delay in start of the services.	Clause stands as per RFP.
40	32	4.12	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost.	LD @ 1% of the TCO.	Requesting bank to reduce the Liquidated Damages to 0.5% value of the Goods Not Delivered / Partially Undelivered	Clause stands as per RFP.
41	32	4.12	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.		1) usually LD calculate on on product if there is a delay on product delivery and LD on installation if ther any delay w.r.t implementation. So hereby requesting you to share the calculation how you are calculating the delay on delivery & Installation. 2) Request you to Put 0.5% per week as LD vaule on the pending part Product or Service on the pending product or the implementation instead of TCO.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
42	32	4.12	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.	Liquidated Damage	Bidder requests the bank to modify the clause as below: "Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (One percent) of the annual cost per week will be charged for every week's delay in the specified implementation schedule from the date of issuance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the annual project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis."	Clause stands as per RFP.
43	32	4.13	Warranty	The warranty period will be 36 months from date of successful deployment of proposed solution at the respective location/s for Support and warranty period.	The warranty period will be 36 months from date of successful deployment of proposed solution delivery at the respective location/s for Support and warranty period.	Clause stands as per RFP.
44	32	4.13	Warranty	If the Bidder having been notified fails to remedy the defect(s) within the period specified period by the Bank, 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.	If the Bidder having been notified fails to remedy the defect(s) within the period specified period by the Bank, 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. Vendor shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Purchaser under this project minus the cost on which the Vendor agreed to provide the undelivered goods and/or services under this project. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
45	32	4.13	<p>Warranty</p> <p>As far as possible, the equipment should be repaired at the site and where the equipment is taken for repairs outside the Bank, a substitute of the similar or higher configuration / capacity equipment should be provided and data should be transferred to the substitute machine besides creating back-up.</p>		<p>As far as possible, the equipment should be repaired at the site and where the equipment is taken for repairs outside the Bank, a substitute of the similar or higher configuration / capacity equipment should be provided and data should be transferred to the substitute machine besides creating back-up. Notwithstanding anything to the contrary contained elsewhere, all the Faulty Spares/equipment and any Standby spares/equipment if delivered by Vendor to the Purchaser shall be returned to Vendor within 10 days of the Replacement Spares/Equipment so provided and title of the said Faulty or Standby spares/equipment shall be transferred back to Vendor. Purchaser shall acknowledge receipt of the replacement spares/equipment in accordance with the format provided and shall submit the same to the authorized courier at the time of delivery. In the event Faulty or Standby spare/equipment is not returned within the time period stipulated above for any reasons whatsoever, Spares support shall be suspended till the return of the spare/equipment or till the payment is made (period not exceeding 21 days from the date of invoice) for such spare/equipment at the applicable rate (including taxes as may be made applicable). It stands clarified that no SLAs or penalties of any nature whatsoever shall be made applicable to supplier during such period.</p>	Clause stands as per RFP.
46	41	4.13	Warranty		<p>Bidder/Sl will provide third party product warranties on a pass-through basis to the Bank in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.</p>	Clause stands as per RFP.
47	34	4.14	Annual Maintenance Charges (AMC) and Annual Technical Support (ATS)	<p>The AMC/ATS payment will be made by Head Office on quarterly basis in arrear subject to satisfactory services rendered by the bidder. 4.14.5 Bank reserves its right to decide whether or not to enter into AMC/ATS with the successful bidder, for the post warranty period.</p>	<p>The AMC/ATS payment will be made by Head Office on quarterly basis in arrear advance subject to satisfactory services rendered by the bidder as per the material requirements under the RFP. 4.14.5 Bank reserves its right to decide whether or not to enter into AMC/ATS with the successful bidder, for the post warranty period.</p>	Clause stands as per RFP.
48	34	4.14	Annual Maintenance Charges (AMC) and Annual Technical Support (ATS)	<p>The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.</p>	<p>The Bank Either party shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 90 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.</p>	Clause stands as per RFP.
49	43	4.15	Force Majeure		<p>Please note that the payment obligations of the Bank shall not be suspended any force majeure event.</p>	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
50	34	4.16	Contract Period	<p>The tenure of the Contract will be for a period of 5 (Five) years with warranty effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for further period on such terms and conditions as would be decided by the Bank.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.</p> <p>The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.</p>	<p>The tenure of the Contract will be for a period of 5 (Five) years with warranty effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank either of the parties by serving 90 days prior notice in writing to the selected bidder latter at its own convenience without assigning any reason and without any cost or compensation therefor. Upon termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Bank shall pay all amounts due to the Bidder upto the effective date of termination, including for services rendered but not yet invoiced. There shall be no charges for termination of orders or for Services not yet provided and bidder shall not be held liable for the same. However, in the event of Bidder having back-end contracts with its Principals where Bidder has paid or is liable to pay any amounts to the Principal, the Bank shall not be entitled to such refund. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for further period on such terms and conditions as would be decided by both the parties Bank.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.</p> <p>The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank along with the proposed deviations.</p>	Clause stands as per RFP.
51	35	4.16	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.		We would request the bank to re-imburse the cost incurred by the bidder incase if the contract is terminated for convinience. Such cost will be related to future AMC/ATS contracted with the OEMs by the bidder.	Clause stands as per RFP.
52	36	4.17	Completeness of the Project	The project will be deemed as incomplete if the desired objectives of the project as mentioned in the RFP are not achieved	The project will be deemed as incomplete if the <u>material requirements</u> desired objectives of the project as mentioned in the RFP are not achieved along with the proposed deviations.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
53	36	4.18	Order cancellation	<p>The Bank reserves its right to cancel the order/contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>Delay in implementation / testing beyond the specified period.</p> <p>Serious discrepancy in the quality of service expected during the implementation and rollout process</p> <p>In case of cancellation of order, any payment made by the Bank to the selected bidder would necessarily have to be returned to the Bank, further the selected bidder 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.</p> <p>The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10% of the TCO.</p>	<p><u>subject to a cure period and notice of not less than 30 days.</u> The Bank reserves its right to cancel the order/contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p><u>undue</u> Delay in implementation / testing beyond the specified period.</p> <p>Serious discrepancy in the quality of service expected during the implementation and rollout process</p> <p>In case of cancellation of order, any advance payment made by the Bank to the selected bidder would necessarily have to be returned to the Bank, further the selected bidder 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 ,provided further that the selected Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.This is after repaying the original amount paid. Upon termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Bank shall pay all amounts due to the Bidder upto the effective date of termination, including for services rendered but not yet invoiced. There shall be no charges for termination of orders or for Services not yet provided and bidder shall not be held liable for the same. However, in the event of Bidder having back-end contracts with its Principals where Bidder has paid or is liable to pay any amounts to the Principal, the Bank shall not be entitled to such refund.</p> <p>The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10-5% of the annualised contract value. TCO:-</p>	Clause stands as per RFP.
54	36	4.18	... The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10% of the TCO.	Risk Purchase Clause	Request you to remove this clause.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
55	36	4.18	<p>The Bank reserves its right to cancel the order/contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>Delay in implementation / testing beyond the specified period.</p> <p>Serious discrepancy in the quality of service expected during the implementation and rollout process.</p> <p>In case of cancellation of order, any payment made by the Bank to the selected bidder would necessarily have to be returned to the Bank, further the selected bidder 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.</p> <p>The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10% of the TCO.</p>	Order Cancellation	ETC would be applicable in case of termination at convenience. Additionally , serious discrepancy should be completely attributable to bidder and any exit should be mutually discussed & agreed on . (Remark - Bidder proposes that the default should be attributable for this clause to be actionable .)	Clause stands as per RFP.
56	36	4.18	<p>The Bank reserves its right to cancel the order/contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ul style="list-style-type: none"> Delay in implementation / testing beyond the specified period. Serious discrepancy in the quality of service expected during the implementation and rollout process. In case of cancellation of order, any payment made by the Bank to the selected bidder would necessarily have to be returned to the Bank, further the selected bidder 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. The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10% of the TCO. 	Order Cancellation	Bank is already charging liquidated damages for delay and it should ask for compensation as it amount to double penalty	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
57	37	4.19	Indemnity	<p>The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>The selected Bidder is required to furnish a separate Letter of Indemnity (As per Annexure-T) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of gross negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>The selected Bidder is required to furnish a separate Letter of Indemnity (As per Annexure-T) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	Clause stands as per RFP.
58	36	4.19			<p>We request that the clarity be provided in the RFP that -</p> <p>Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity, and (ii) bodily injury and death and tangible property damage due to gross negligence and willful misconduct. The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.</p>	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
59	36	4.19	The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach in terms and conditions contained in this RFP or Service Level Agreement to be executed. The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence failure to fulfil obligations by the selected bidder or its employees/personnel. ...	Indemnity	Request you to change the clause as " The selected Bidder agrees to indemnify and keep indemnified the Bank against actual, proven and direct losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the representations and warranties provided by the bidder in Service Level Agreement to be executed. The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all actual, proven and direct claims, demands, actions, costs, expenses (including legal expenses), and suits which may arise or be brought against the Bank, by third parties on account of Gross negligence or wilful misconduct by the selected bidder or its employees/personnel.	Clause stands as per RFP.
60	44	4.19	Indemnity		Please note the bidder/SI shall only indemnify the Bank for a third party claim for any damage suffered by such third party due to the infringement of patent or copyright by the Bidder-owned products and shall pay any court awarded damages for the same. Further, such indemnity shall survive until the term of the contract, however, no deed of indemnity shall be provided.	Clause stands as per RFP.
61	36	4.19	Indemnity	<p>The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>The selected Bidder is required to furnish a separate Letter of Indemnity (As per Annexure-T) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>We propose the following clause to replace the current clause "Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct.</p> <p>NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE BANK PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY.</p>	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
62	26	4.2	Performance Bank Guarantee	<p>The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), from the issuance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of Annexure – K.</p> <p>The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p>	<p>The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), from the issuance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of Annexure – K.</p> <p>The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA) on mutually agreed terms. Upon furnishing the Performance Bank Guarantee as per the conditions stated above, the EMD of the selected bidder shall be returned.</p>	Clause stands as per RFP.
63	26	4.2	Performance Bank Guarantee	<p>The Performance Bank Guarantee shall act as a security deposit and either in case the successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the successful bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on delivery and implementation.</p>	<p>The Performance Bank Guarantee shall act as a security deposit and either in case the successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the successful bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on delivery and implementation.</p>	Clause stands as per RFP.
64	26	4.2	The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), from the issuance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of Annexure – K.	Performance Bank Guarantee	Request you to change the validity period of 63 Months, since our bank will provide a BG for 5 Years. The maximum validity is 3 Years (36 Months).	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
65	34	4.2	Performance Bank Guarantee		Please note that the successful bidder shall submit a performance guarantee within 30 days of signing a mutually agreed contract between the parties. If the parties are unable to reach a mutual agreement, no EMD shall be forfeited and no performance guarantee is required to be submitted. The Performance Guarantee shall only be forfeited if there is a material breach of the contract and if there is no other remedy available with the Bank. It shall also not be used for any set-off. The performance guarantee shall be valid for the contract duration and shall not be replenished or extended.	Clause stands as per RFP.
66	37	4.22	Technological advancement	The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time	The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time	Clause stands as per RFP.
67	38	4.23	Guarantees	Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Implementation of the Proposed Solution. All software must be supplied with their original and complete printed documentation.	Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Implementation of the Proposed Solution. All software must be supplied with their original and complete printed documentation.	Clause stands as per RFP.
68	46	4.23	Guarantee		We request for the deletion of this clause as we would be providing warranty with the products.	Clause stands as per RFP.
69	38	4.24	Resolution of Disputes	Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The selected 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.	Arbitration shall be held in New Delhi Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitrators shall hold their sittings at New Delhi , Kolkata . The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi , Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The selected 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, unless the nature of the dispute is such that it is not possible to continue rendering of the services.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
70	46	4.24	Resolution of Disputes		We request for the seat of arbitration to be in New Delhi, India and the Courts of New Delhi to have an exclusive jurisdiction over any dispute that arises under the contract. Also, the arbitration shall be held as per the Arbitration and Conciliation, Act, 1996. Further, the bidder/SI shall continue providing the services, unless it is the subject matter of the dispute. Further, please note that the payment obligations of the Bank shall not be suspended during any such dispute resolution mechanism.	Clause stands as per RFP.
71	39	4.25	Exit Option and Contract Re-Negotiation	Failure of the selected bidder to accept the contract / purchase order and furnish the Performance Bank Guarantee within 30 days of receipt of purchase order; Delay in offering; Delay in commissioning project beyond the specified period; Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; Serious discrepancy in project noticed during the testing; Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Serious discrepancy in completion of project. Serious discrepancy in maintenance of project	Failure of the selected bidder to accept the contract / purchase order and furnish the Performance Bank Guarantee within 30 days of receipt of purchase order on mutually agreed terms and conditions; <u>undue</u> Delay in offering on mutually agreed terms and conditions; <u>undue</u> Delay in commissioning project beyond the specified period on mutually agreed terms and conditions; <u>undue</u> Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods on mutually agreed terms and conditions; Serious discrepancy in project noticed during the testing; Serious discrepancy in functionality to be provided or the performance levels mutually agreed upon, which have an impact on the functioning of the Bank. Serious discrepancy in completion of project on mutually agreed terms and conditions. Serious discrepancy in maintenance of project on mutually agreed terms and conditions	Clause stands as per RFP.
72	39	4.25	Exit Option and Contract Re-Negotiation	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the selected Bidder. 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. The Bank shall have the option of purchasing the software from third-party suppliers, in case such equipment is available at a lower price and the selected bidder's offer does not match such lower price. Notwithstanding the foregoing, the selected bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through— encashment of Bid Security / Performance Guarantee given by the selected Bidder.— - 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.— - The Bank shall have the option of purchasing the software from third-party suppliers, in case such equipment is available at a— lower price and the selected bidder's offer does not match— such lower price. Notwithstanding the foregoing, the selected— bidder shall continue to have the same obligations as— contained in this scope document in relation to such equipment— procured from third-party suppliers.—	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
73	41	4.25	Exit Option and Contract Re-Negotiation	<p>As aforesaid the Bank would procure the software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software procured here from third parties is functionally similar, so that the selected bidder can maintain such equipment.</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management</p>	<p>As aforesaid the Bank would procure the software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software procured here from third parties is functionally similar, so that the selected bidder can maintain such equipment.</p> <p>-</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 3 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management ,which shall be chargeable to the bank.</p>	Clause stands as per RFP.
74	39	4.25	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.		The price agreed in the reverse auction is for the full scope of contract. The bidder takes utmost care to present the best price available during bidding. We request the bank to remove this clause.	Clause stands as per RFP.
75	39	4.25	Exit option and contract renegotiation		We request for the deletion of this clause. There shall be no cancellation/termination except for the material breach of the contract as provided under point 17. Further, incase the Bank purchases any products from a third party or procure their services as was required to be performed by the SI under the contract, the Bank can only do so if the SI has materially breached the contract and the SI shall be liable to the Bank only for such incremental cost limited to 5% of the Total Contract Value or PO value, whichever is lower and shall be subject to the limitation of the liability cap.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
76	39	4.25	As aforesaid the Bank would procure the software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software procured here from third parties is functionally similar, so that the selected bidder can maintain such equipment	Exit Option and Contract Re-Negotiation	Since open market procurement differs from RFP based route, such an arrangement would be difficult to honour. Hence request bank to delete this clause.	Clause stands as per RFP.
			<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <ul style="list-style-type: none"> • Failure of the selected bidder to accept the contract / purchase order and furnish the Performance Bank Guarantee within 30 days of receipt of purchase order; • Delay in offering; • Delay in commissioning project beyond the specified period; • Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; • Serious discrepancy in project noticed during the testing; • Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. • Serious discrepancy in completion of project. Serious discrepancy in maintenance of project. 	NA	Bank should terminate the contract only in case of material breach of the Bidder and where the Bidder fails to rectify the breach even after 60 days notice given by Bidder to the Bank. Bidder should not be asked to pay compensation as Bidder is already paying liquidated damages and compensation shall amount to double penalty. Bidder should not be asked to renegotiate the price as it will be against the accounting principles and shall cause severe loss to the Bidder.	

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
77	39	4.25	<p>In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the selected Bidder.</p> <p>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.</p> <p>The Bank shall have the option of purchasing the software from third-party suppliers, in case such equipment is available at a lower price and the selected bidder's offer does not match such lower price. Notwithstanding the foregoing, the selected bidder shall continue to have the same obligations as contained in</p> <p>RFP REF NO: DIT/BPR&BTD/OA/5033/2018-19 Date: 15/02/2019 Page 39 of 136 this scope document in relation to such equipment procured from third-party suppliers.</p> <p>As aforesaid the Bank would procure the software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software procured here from third parties is functionally similar, so that the selected bidder can maintain such equipment.</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and</p>			Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
			<p>absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.</p>			
78	39	4.25	Exit Option and Contract Renegotiation	NA	All the conditions here are very generic and unilateral. Any decision for exit should be mutually discussed and agreed before implementing such a decision. Commercial implications should also be considered.	Clause stands as per RFP.
79	41	4.26	Corrupt and Fraudulent Practices	The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	Clause stands as per RFP.
80	40	4.26	Corrupt and Fraudulent Practices		Please note that any activity shall be considered a "corrupt practice" and/or a "fraudulent practice" only if they were conducted with a view to unduly and illegitimately influence the process, with an objective of gaining an undue business advantage. Further, the principles of natural justice shall be followed during any process that may be initiated against the bidder and incase the bidder is held liable, the penalty shall be limited to the SI/bidder being removed from the current RFP process	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
81	41	4.27	Termination	<p>UCO BANK reserves the right to cancel the work/purchase order/contract or terminate the SLA by giving 90 (Ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -</p> <p>a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed. f) Deductions on account of liquidated damages exceed more than 10% of the total work order. 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 responsibility of the selected bidder. h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its 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. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p>	<p>UCO BANK reserves the right to cancel the work/purchase order/contract or terminate the SLA by giving 90 (Ninety) days' prior notice in writing (subject to 30 days cure period) and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -</p> <p>a) The selected bidder commits a material breach of any of the terms and conditions of this RFP along with the proposed deviations or the SLA to be executed on mutual agreed terms and conditions between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc applicable under this RFP. d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. e) The selected bidder fails to complete the assignment as per the material terms and time lines prescribed in the Work Order/SLA and the extension on mutually grounds, if any allowed. f) Deductions on account of liquidated damages exceed more than 10 5% of the total work order. g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule along with the proposed deviations, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder. h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the mutually agreed contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice and cure period 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. This clause is applicable, if the contract is cancelled for any reason, whatsoever., provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.</p>	Clause stands as per RFP.
82	41	4.27	Termination	<p>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.</p>	<p>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 under this contract, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p>	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
83	41	4.27	UCO BANK reserves the right to cancel the work/purchase order/contract or terminate the SLA by giving 90 (Ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its 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. This clause is applicable, if the contract is cancelled for any reason, whatsoever.	Termination	Request the bank to kindly define the word "satisfactorily" since this is ambiguous. Please quantify the requirement .	Clause stands as per RFP.
			UCO BANK reserves the right to cancel the work/purchase order/contract or terminate the SLA by giving 90 (Ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.	NA	Bank should terminate the contract only in case of material breach of the Bidder and where the Bidder fails to rectify the breach even after 60 days notice given by Bidder to the Bank. Bidder should not be asked to pay for additional expenditure incurred by customer in procuring services from any other vendor as Bidder is already paying liquidated damages and compensation shall amount to double penalty.	

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
84	41	4.27	<p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>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 responsibility of the selected bidder.</p> <p>h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its 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. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>RFP REF NO: DIT/BPR&BTD/OA/5033/2018-19 Date: 15/02/2019 Page 41 of 136</p> <p>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.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p>			Clause stands as per RFP.
85	42	4.28	Termination for Insolvency	The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Clause stands as per RFP.
86	42	4.28	Termination for insolvency		Please note that this shall only be applicable if adjudicate by the Court of law that the bidder/SI is insolvent. Further, Bank shall pay Bidder for all products and services provided up to the effective date of termination.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
87	42	4.29	Effect of termination	<p>In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.</p>	<p>In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.</p>	Clause stands as per RFP.
88	26	4.3	Network Access Control (NAC) & Patch Management- T+6	The timelines for implementation depends on various factors viz. number of users/ endpoints/ site condition/ OEM Delivery terms, etc.	We request you to kindly amend this clause as: Network Access Control (NAC) & Patch Management-T+8	Clause stands as per RFP.
89	26	4.3	Data Loss / Leakage Prevention (DLP)-T+6	The timelines for implementation depends on various factors viz. number of users/ endpoints/ site condition/ OEM Delivery terms, etc.	We request you to kindly amend this clause as: Data Loss / Leakage Prevention (DLP)-T+8	Clause stands as per RFP.
90	26	4.3	Automated Vulnerability Assessment Scanners (VAS) T+3	The timelines for implementation depends on various factors viz. number of users/ endpoints/ site condition/ OEM Delivery terms, etc.	We request you to kindly amend this clause as: Automated Vulnerability Assessment Scanners (VAS)-T+5	Clause stands as per RFP.
91	26	4.3	IT-Governance, Risk & Compliance (IT-GRC)-T+3	The timelines for implementation depends on various factors viz. number of users/ endpoints/ site condition/ OEM Delivery terms, etc.	We request you to kindly amend this clause as: IT-Governance, Risk & Compliance (IT-GRC)-T+6	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
92	26	4.3	Anti-Advanced Persistent Threat (APT)-T+3	The timelines for implementation depends on various factors viz. number of users/ endpoints/ site condition/ OEM Delivery terms, etc.	We request you to kindly amend this clause as: Anti-Advanced Persistent Threat (APT)-T+5	Clause stands as per RFP.
93	43	4.30	Arbitration	The venue of the arbitration shall be at KOLKATA, INDIA.	The venue of the arbitration shall be at <u>New Delhi</u> , KOLKATA , INDIA.	Clause stands as per RFP.
94	26	4.3	Network Access Control (NAC) & Patch Management - T+6 Data Loss / Leakage Prevention (DLP) T+6 Automated Vulnerability Assessment Scanners (VAS) T+3 IT-Governance, Risk & Compliance (IT-GRC) T+3 Anti-Advanced Persistent Threat (APT) T+3	4.3 Project Timeline	We request you to kindly amend the timelines for NAC, IT-GRC and APT as below: Network Access Control (NAC) & Patch Management - T+9 months IT-Governance, Risk & Compliance (IT-GRC) T+6 months Anti-Advanced Persistent Threat (APT) T+6 months	Clause stands as per RFP.
95	43	4.30			In case of any Dispute - Arbitration shall be done as per Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Kolkata and the cost of Arbitration shall be borne by both the Parties equally.	Clause stands as per RFP.
96	26	4.3	IT-Governance, Risk & Compliance (IT-GRC)	Generic	Request UCO Bank to please change this .	Clause stands as per RFP.
97	43	4.31	Applicable law & Jurisdiction of court	The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).	The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at <u>New Delhi</u> , Kolkata (with the exclusion of all other Courts).	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
98	43	4.32	Limitation of Liability	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Notwithstanding anything else to the contrary mentioned elsewhere, Bidder's aggregate liability under the contract shall be limited to the fees (excluding reimbursements) received by it under this contract during the three months preceding the date of first claim. maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. Notwithstanding anything to the contrary, Bidder shall not be liable for any indirect, punitive, consequential, incidental or special damages, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through bidder) under the agreement/ purchase order.	Clause stands as per RFP.
99	43	4.32			To make the contract feasible for business we request Liability should be limited up to the extent mentioned below:	Clause stands as per RFP.
100	43	4.32			Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal/Contract/PO for any claim or series of claims regardless of the form of claim, damage and legal theory shall not exceed the annual value of the Contract.	Clause stands as per RFP.
101	43	4.32	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Limitation of Liability	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order."	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
102	43	4.32	Limitation of Liability		Please note that the bidder's liability for any and all claims under the contract for direct damages incurred by the Bank shall be limited to the total contract value. Further, please note that liability shall be unlimited for only those claims, that cannot be limited under the applicable law. Further, the Bank shall also not be absolved of any direct damages that it is liable to pay for. Also, bidder/SI shall not be liable for any indirect, consequential, special, economic or exemplary damages, even if the such damage is foreseeable and the bidder/SI has been advised of the possibility.	Clause stands as per RFP.
103	43	4.32	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Limitation of Liability	The services will be provided under the assumption that the total aggregate liability of bidder shall be limited to total contract value	Clause stands as per RFP.
104	43	4.32	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	NA	We propose the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE BANK PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
105	44	4.33	Independent External Monitors		Please note that the bidder shall only provide access to those RFP related documents/project documentation, which are non-confidential in nature. Bidder shall not be obligated to provide any other documents or access.	Clause stands as per RFP.
106	46	4.34	Adoption of Integrity Pact	Any violation of the same would entail disqualification of the service providers and exclusion from future business dealings.	Any violation of the same would entail disqualification of the service providers and exclusion from future business dealings.	Clause stands as per RFP.
107	27	4.4	Facility Management	NA	Request Bank to consider resource qualification as BSc/MSc/BCA/MCA/Btech/BE with CCNA/CSP/CCSP/CEH certification	<p>The clause shall be read as: Experienced Man power resource will be deployed at Bank's SOC location for facility management, implementation and monitoring. The resource should be available 24*7*365 days at Bank's SOC location. The bidder should provide Experienced Man power resource for required services and reports mentioned in the RFP. The resources should be Engineer (MCA/BE/ B. Tech or equivalent as per govt. guidelines and with CCNA/CSP/CCSP/CEH to provide for the scope of work mentioned in the RFP.</p> <p>The no. of man power resources provided by the bidder for facility management 24*7*365 at Bank's SOC location should be mentioned in Technical Bid Annexure-F and accordingly it should be mentioned in commercial bid.</p>
108	27	4.5	Delivery and Implementation	The process will be deemed complete when all the proposed solution have been implemented and made operationalized as per the scope, terms & conditions of the RFP and satisfactory acceptance given by the Bank.	The process will be deemed complete when all the proposed solution have been implemented and made operationalized as per the scope, terms & conditions of the RFP along with the proposed deviations and satisfactory acceptance given by the Bank within 15 days.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
109	28	4.5	Delivery and Implementation	Any license, if required, need to be provided by the selected bidder. The selected bidder is solely responsible for any legal obligation related to licenses during contract period for solution proposed as implemented by the bidder.	Any license, if required, need to be provided by the selected bidder. The selected bidder is solely responsible for any legal obligation related to licenses during contract period for solution proposed as implemented by the bidder.	Clause stands as per RFP.
110	29	4.7	Payment Terms		<p>We request to modify the payment terms to:</p> <p>1> 80% after successful delivery and submission of subsequent invoices</p> <p>2> 10% on individual solution sign-off</p> <p>3> 10% on UAT</p> <p>Payment for managed services to be made Quarterly in Advance</p> <p>AMC/ATS: To be paid Quarterly in Advance</p>	Clause stands as per RFP.
111	29	4.7	Hardware/Appliance/ Software/ License	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.		Clause stands as per RFP.
112	29	4.7	Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents- 10%	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.	We request you to kindly amend this clause as: Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents- 80%	Clause stands as per RFP.
113	29	4.7	On individual Solution implementation Sign-off of individual solution.-80%	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.	We request you to kindly amend this clause as: On individual Solution implementation Sign-off of individual solution.-20%	Clause stands as per RFP.
114	29	4.7	On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period.-10%	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.	Kindly delete this clause	Clause stands as per RFP.
115	29	4.7	Payment for Managed services- Payment will be made quarterly in arrears post sign-off and acceptance of all the relevant requirements under the scope.	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.	We request you to kindly amend this clause as: Payment will be made annually in advance post sign-off and acceptance of all the relevant requirements under the scope.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
116	29	4.7	AMC/ATS- Actual amount as per the Bill of Material will be paid quarterly in arrears.	Bidders has to make upfront payment to the OEM for all the items. In this scenario bidder has to block its money for a longer period of time. Also bidder will submit PBG for the entire contract period. Hence, We request the bank to kindly make the payment term favourable for bidders.	We request you to kindly amend this clause as: AMC/ATS- Payment of AMC/ATC will be made annually in advance.	Clause stands as per RFP.
117	29	4.7	Hardware/Appliance/ Software/ License- 1. 10% ---- Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents 2. 80% --- On individual Solution implementation Sign-off of individual solution. 3. 10% ---- On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period.	Deliverables	We request UCO to change the following point to- Hardware/Appliance/ Software/ License- 1. 70% ---- Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents 2. 20% --- On individual Solution implementation Sign-off of individual solution. 3. 10% ---- On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period.	Clause stands as per RFP.
118	28	4.7	Payment Terms	However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit of 80%, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by the Bank during the contract period. The Bidder must accept the payment terms proposed by the Bank as proposed in this Section.	However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit of 80%, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by the Bank during the contract period. The Bidder must accept the payment terms proposed by the Bank as proposed in this Section along with the proposed deviations.	Clause stands as per RFP.
119	28	4.7	Payment Terms	The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD/compliance of Service Levels defined in the RFP document. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the fees quoted by the Bidder in the price bid against such activity / item.	The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD/compliance of Service Levels defined in the RFP document. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. however , payments of already rendered services cannot be withheld. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the fees quoted by the Bidder in the price bid against such activity / item.	Clause stands as per RFP.
120	29	4.7	Payment Terms	Payments as per the schedule given below will be released only on acceptance of the order and on signing of the agreement/contract by the selected bidder and also on submission of Performance Bank guarantee.	Payments as per the schedule given below will be released only on acceptance of the order and on signing of the agreement/contract <u>on mutually agreed terms</u> by the selected bidder and also on submission of Performance Bank guarantee.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
121	29	4.7	Payment Terms	Hardware/Appliance/ Software/ License 10% Successful delivery and acceptance of the Hardware with Environment Setup after postdelivery audit, on submission of invoice with Proof of Delivery and other documents 80% On individual Solution implementation Sign-off of individual solution. 10% On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period	Hardware/Appliance/ Software/ License 90 10% Successful delivery and acceptance of the Hardware with Environment Setup after postdelivery audit, on submission of invoice with Proof of Delivery and other documents 80-10 % On individual Solution implementation Sign-off successful installation of individual solution. 10% On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period.	Clause stands as per RFP.
122	29	4.7	Payment Terms	Payment for Managed services -- Payment will be made quarterly in arrears post sign-off and acceptance of all the relevant requirements under the scope. AMC/ATS -- Actual amount as per the Bill of Material will be paid quarterly in arrears.	Payment for Managed services -- Payment will be made quarterly in arrears advance post sign-off and acceptance of all the relevant requirements under the scope along with the proposed deviations within 15 days. AMC/ATS -- Actual amount as per the Bill of Material will be paid quarterly in arrears advance	Clause stands as per RFP.
123	29	4.7	Payment Terms	No advance payment will be made	No advance payment will be made	Clause stands as per RFP.
124	29	4.7	Payment Terms	The Selected Bidder shall be responsible for delivery; implementation and rollout of all the solutions required under this RFP and also must adhere to the timeline as specified in project timeline in the RFP. In the event of Bidder's failure to deliver and/or implement all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty or will have the right to terminate the contract, as specified in this RFP.	The Selected Bidder shall be responsible for delivery; implementation and rollout of all the solutions required under this RFP along with the proposed deviations and also must adhere to the timeline as specified in project timeline in the RFP along with the proposed deviations. In the event of Bidder's failure to deliver and/or implement all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty or will have the right to terminate the contract, as specified in this RFP along with proposed deviations by giving 30 days of cure period. termination. In the event of termination the Bank shall pay the bidder for goods delivered and services rendered till the date of termination.	Clause stands as per RFP.
125	29	4.7	Payment Terms		All payments shall be made within 15 days from the date of invoice.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
126	29	4.7	Hardware/Appliance/ Software/ License 10% - Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents 80% - On individual Solution implementation Sign-off of individual solution 10% - On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period.	4.7 Payment Terms Procedure for claiming payments	We request the bank to kindly amend the payment terms for Hardware/Appliance/ Software/ License as: 80% - Successful delivery and acceptance of the Hardware with Environment Setup after post-delivery audit, on submission of invoice with Proof of Delivery and other documents 10% - On individual Solution implementation Sign-off of individual solution 10% - On submission of Performance Bank Guarantee (Since the successful bidder will be submitting a PBG equivalent to 10% of the Total Order Value, separate 10% Bank Guarantee for the warranty period will be redundant. There should be only one bank guarantee of not more than 10% of the TCO post sign-off.)	Clause stands as per RFP.
127	29	4.7	Payment for Managed services - Payment will be made quarterly in arrears post sign-off and acceptance of all the relevant requirements under the scope.	4.7 Payment Terms Procedure for claiming payments	We request the bank to kindly amend the payment terms for Managed Services as: Payment will be made quarterly in ADVANCE post sign-off and acceptance of all the relevant requirements under the scope.	Clause stands as per RFP.
128	29	4.7	AMC/ATS-Actual amount as per the Bill of Material will be paid quarterly in arrears.	4.7 Payment Terms Procedure for claiming payments	We request the bank to kindly amend the payment terms for AMC/ATS as: Actual amount as per the Bill of Material will be paid quarterly in advance.	Clause stands as per RFP.
129	29	4.7	Payment Terms (Hardware / Appliance / Software): 10% - Delivery and Acceptance of Hardware with Environment Setup 80% - On Individual Solution Implementation Sign-off 10% - On completion of warranty period or submission of bank guarantee for warranty period		We request the bank to modify the payment term as below which are industry standard. Payment Terms (Hardware / Appliance / Software): 70% - On Delivery of Hardware / Appliance / Software / License with Proof of Delivery 20% - On Individual Solution Implementation Sign-off 10% - On completion of warranty period or submission of bank guarantee for warranty period	Clause stands as per RFP.
130	28	4.7	Managed services -- Payment will be made quarterly in arrears post sign-off and acceptance of all the relevant requirements under the scope.		Please consider the service payment in advance as we have to pay in advance to the OEM.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
131	36	4.7	Payment terms		Please note that invoices are due on receipt and payable within 30 days of date of invoice (Payable Date) . In the event payments are not received by the Payable Date, bidder/Sl reserves the right to suspend services and/or levy and collect a late payment fee of 2% per month or part thereof up to the date of receipt of payment by bidder/Sl. Further, there shall be no escalation on prices, unless there is any change in the basic cost of the product or the legal regulations or regimes. Also, the prices shall be quoted exclusive of taxes and each party is liable for paying the taxes that they are required to pay for the products/services under this tender.	Clause stands as per RFP.
132	29	4.7	Payment Terms		1. Payment Terms are very stringent. Request for better payment Terms. It should 90% with 30 days of Delivery and rest 10% within 30 days of implementation Signoff 2. Payment for Manage Services should quarterly in advance.	Clause stands as per RFP.
133	28	4.7	The term of the contract will be Five years. Hardware to be provided for execution of project should be sized for Five years by considering functional & technical requirements as per in-scope solutions. However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit of 80%, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by the Bank during the contract period.	Payment terms	In case of any additional service/hardware requirement post the technical qualification, commercials will be charged extra .	Clause stands as per RFP.
134	28	4.7	Payments as per the schedule given below will be released only on acceptance of the order and on signing of the agreement/contract by the selected bidder and also on submission of Performance Bank guarantee.	Payment terms	Bidder requests the bank to modify the payment terms to the below: - Successful Hardware delivery and acceptance - 50% - Successful sign off on implementation - 30% - On Completion of the Warranty Period or Submission of Bank guarantee for the Warranty period. - 20%	Clause stands as per RFP.
135	28	4.7	However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit of 80%, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by the Bank during the contract period.	Eligibility Criteria	Reqeust bank to clarify if 80% utilization should be calculated from average monthly or from bank's peak period. In the current clause, sizing is being done based on average monthly traffic.	SLA calculation is monthly. Hence, 80% utilization will be calculated on monthly average of Bank's peak period.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
136	30	4.8	Confidentiality	<p>The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:</p> <p>To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;</p> <p>To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;</p> <p>To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and</p> <p>To treat all Information as Confidential Information.</p> <p>Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.</p> <p>The selected Bidder is required to execute a SLA (Service Level Agreement), DOI (Deed of Indemnity) and NDA (Non-Disclosure Agreement) to the bank as per bank's format before or at the time of execution of the Master Contract.</p>	<p>The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:</p> <p>To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;</p> <p>To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;</p> <p>To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and</p> <p>To treat all Information as Confidential Information for a period of 2 years from the termination of the contract to be entered into.</p> <p>Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.</p> <p>The selected Bidder is required to execute a SLA (Service Level Agreement), DOI (Deed of Indemnity) and NDA (Non-Disclosure Agreement) to the bank as per bank's format and on mutually agreed terms before or at the time of execution of the Master Contract.</p>	Clause stands as per RFP.
137	31	4.9	Paying Authority	The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Information Security Wing (CISO Office), UCO Bank, Head Office – I, Kolkata.	The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Information Security Wing (CISO Office), UCO Bank, Head Office – I, Kolkata.	Clause stands as per RFP.
138	31	4.9	Paying Authority	If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.	If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order by giving 30 days of cure period or to recover a suitable amount as deemed reasonable as Penalty for non-performance. In the event of termination the Bank shall pay the bidder for goods delivered and services rendered till the date of termination.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
139	31	4.9	Paying Authority	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	The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money payable under this contract 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	Clause stands as per RFP.
140	119	10	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded	Price Fall Clause	Request you to remove this clause.	Clause stands as per RFP.
141	119	10	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.	Price Fall Clause	Bidder proposes to remove this clause OR request bank to add "bidder should confirm that similar price is not provided to any other department for similar stack and sizing."	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
142	38	30	Confidentiality		Please note the following: 1) An information shall only be considered as confidential, if it is marked or identified with a restrictive legend at the time of disclosure. 2) Any notes, extracts created from the Confidential Information will not solely belong to the Disclosing Party. 3) Confidential Information shall be protected for a period of three (3) years from the date of initial disclosure of Confidential Information. The parties shall also negotiate and sign a mutually agreeable nondisclosure agreement and SLA for the contract duration. Further, the parties shall not sign any deed of indemnity, as the same would be covered under the contract, which is also provided herein under the "indemnity" clause.	Clause stands as per RFP.
143	123	Annexure N	Undertaking for Non-Blacklisting / Non-Debarment of the bidder	Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid. c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank along with the proposed deviations. We understand that any deviation may result in disqualification of our bid. c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other <u>Indian</u> Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	Clause stands as per the RFP.
144	123	Annexure N	Undertaking for Non-Blacklisting / Non-Debarment of the bidder	Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.	Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.	Clause stands as per the RFP.
145	31	4.10.2	If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	4.10 Service Level Agreement (SLA)	Please help us to understand the any act here i.e. what is meant by inoperability of systems here?, and also needs to understand how bank will analyse the issue happens is related to solutions provided by the bidder only?	Clause stands as per RFP.
146	27	4.5.3	The process will be deemed complete when all the proposed solution have been implemented and made operationalized as per the scope, terms & conditions of the RFP and satisfactory acceptance given by the Bank. The selected bidder has to resolve any system software/hardware problems during successful implementation and operationalization. It will be the responsibility of the successful bidder to resolve the issues if it arises due to Bank's existing IT Infrastructure either by providing the solution or resolving with existing vendor/system integrator at no extra cost to the Bank.	Delivery and Implementation	Since the project implementation requires multiple solutions to be implemented, we request UCO bank to consider the point as- The process will be deemed complete when the proposed solution have been implemented and made operationalized individually as per the scope, terms & conditions of the RFP and satisfactory acceptance given by the Bank. The selected bidder/OEM has to resolve any system software/hardware problems during successful implementation and operationalization. It will be the responsibility of the successful bidder/OEM to resolve the issues if it arises due to Bank's existing IT Infrastructure either by providing the solution or resolving with existing vendor/system integrator at no extra cost to the Bank.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
147	28	4.5.4	Any license, if required, need to be provided by the selected bidder. The selected bidder is solely responsible for any legal obligation related to licenses during contract period for solution proposed as implemented by the bidder.	Delivery and Implementation	All licenses and Hardware as required by UCO will be responsibility of bidder, However in case of wrong sizing/licensing done by OEM, we request UCO ammend the point and the abovesaid must be backed on OEM	Clause stands as per RFP.
148	28	4.5.5	The selected bidder is required to transport the goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, shall be arranged by the bidder, and the related costs shall be included in the quoted price. Cost for obtaining necessary road permits and other related permits will be the responsibility of the selected bidder.	Delivery and Implementation	Cost for obtaining necessary road permits and other related permits will be a very additional cost to bidder. Request UCO that the above permits and related cost to be borne by UCO.	Clause stands as per RFP.
149	28	4.5.6	The licenses for all solutions should be perpetual in the name of UCO Bank. The OEMs should certify the same on their letterhead.	Delivery and Implementation	The licenses is depends on various options bidded in the RFP, and It could be subscription based depends on the solutions. Request you to amend this clause as "The licenses for all solutions should be in the name of UCO Bank till the project tenure. The OEMs should certify the same on their letterhead."	Clause stands as per RFP.
150	11	1.3 Clause No. 10	The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation (excluding RRBs and Co-operative Bank) in India.	Bidder is listed as THE LEADER in Gartner Magic Quadrant, Forrester and Chartis reports for many years now and is in the business of providing world class Governance, Risk, Compliance and Quality management Software solutions for more than 19 Years and has worked with Central Banks, Regulators, Large Banks, fortune 500 companies outside India	We request UCO Bank to amend this clause, which would give us an opportunity to present our solutions to UCO Bank.	Clause 1.3, Point No. 10 and Annexure C, Point No. 10 shall be read as: "The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation in India. " Document to be submitted related to Clause 1.3, Point No. 10 and Annexure C, Point No. 10, shall be read as: Certificate from respective organisation where the OEM products have been implemented to be submitted.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
151	11	1.3 Clause No. 10	Eligibility Criteria	<p>Pt No. 10 Eligibility Criteria: The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation (excluding RRBs and Co-operative Bank) in India.</p> <p>Document to be submitted: Completion certificate from respective organisations where the OEM Products have been implemented to be submitted</p>	We request to modify this clause to " Publicly available case studies from OEM's or a declaration on the letter head of OEM mentioning the start date and end date of the Project along with Project Solution description and end user or client contact details. "	<p>Clause 1.3, Point No. 10 and Annexure C, Point No. 10 shall be read as:</p> <p>"The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation in India. "</p> <p>Document to be submitted related to Clause 1.3, Point No. 10 and Annexure C, Point No. 10, shall be read as: Certificate from respective organisation where the OEM products have been implemented to be submitted.</p>
152	11	1.3 Clause No. 10	The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation (excluding RRBs and Co-operative Bank) in India.		We request Bank to allow OEM Products which has been Implemented In BFSI outside India as well.	<p>Clause 1.3, Point No. 10 and Annexure C, Point No. 10 shall be read as:</p> <p>"The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation in India. "</p> <p>Document to be submitted related to Clause 1.3, Point No. 10 and Annexure C, Point No. 10, shall be read as: Certificate from respective organisation where the OEM products have been implemented to be submitted.</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
153	11	1.3 Clause No. 10	The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation (excluding RRBs and Co-operative Bank) in India.	Eligibility Criteria	Request bank to allow bidders who have a great security practice but new to a specific technology to bid. As OEM we strive to add new partners each year, but this clause limits potential opportunity for bank to have maximum participation	<p>Clause 1.3, Point No. 10 and Annexure C, Point No. 10 shall be read as:</p> <p>"The OEM products offered by the Bidder under this RFP should have been supplied & implemented in any BFSI/ RBI/NPCI/ Government Organisation in India. "</p> <p>Document to be submitted related to Clause 1.3, Point No. 10 and Annexure C, Point No. 10, shall be read as:</p> <p>Certificate from respective organisation where the OEM products have been implemented to be submitted.</p>
154	12	1.3 Clause No. 11	Eligibility Criteria	The bidder should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Scheduled Commercial Banks or IBA and the bidder shall give an undertaking to this effect. In case, in the past, the name of their Company was black listed by any of the said authorities, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	The bidder should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) <u>in India</u> or any Scheduled Commercial Banks or IBA and the bidder shall give an undertaking to this effect. In case, in the past, the name of their Company was black listed by any of the said authorities, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	<p>Clause 1.3, Point No. 11 and Annexure C, Point No. 11 shall be read as:</p> <p>"The bidder should have not been black listed by any of Government Authority in India or Public Sector Undertaking (PSUs) in India or any Scheduled Commercial Banks in India or Indian Bank Association (IBA) and the bidder shall give an undertaking to this effect. In case, in the past, the name of the Company was black listed by any of the said authorities, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered."</p> <p>Documents to be submitted:</p> <p>"An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted"</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
155	12	1.3 Clause No. 12	The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest.		Request you to please remove the clause as C-SOC components also need to be integrated with existing environment and existing SI can perform the Integration placidly.	<p>Clause 1.3 Point No. 12 and Annexure C, Point No. 12 stands as per RFP.</p> <p>"The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest."</p> <p>Documents to be submitted:</p> <p>"An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted"</p>
156	12	1.3 Clause No. 12	The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest.	1.3 Eligibility Criteria	We request the bank to kindly remove this condition	<p>Clause 1.3 Point No. 12 and Annexure C, Point No. 12 stands as per RFP.</p> <p>"The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest."</p> <p>Documents to be submitted:</p> <p>"An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted"</p>
157	10	1.3 Clause No. 4	The Bidder should have posted net profit in each of the last three financial years (i.e. 2015-16, 2016-17 & 2017-18).	Eligibility Criteria	Request you to change the same to "The Bidder should have posted net profit/Positive Networth in each of the last three financial years (i.e. 2015-16, 2016-17 & 2017-18)."	Clause 1.3 Point No. 4 and Annexure C, Point 4, stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
158	11	1.3 Clause No. 5	<p>Eligibility CriteriaThe bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.</p> <p>Document to be submitted: Proof of purchase order/work order/sign off documents with Installation Report showing implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years.</p> <p>The Bank reserves the right to inspect the information provided by the bidder</p>	Eligibility Criteria	<p>We request the honorable tendering committee to modify this clause to "Masked PO copies of DLP,VAS,NAC,IT-GRC,APT along with a self-declaration on the letterhead of the Bidder submitting the reference jointly signed by the authorized signatory and the Company Secretary (or) equivalent person within the organization, are under implementation. Also end-user or client details to be provided"</p> <p style="text-align: center;">OR</p> <p>purchase order/work order/sign off documents/ Installation Report for minimum 3 out of 5 solutions required.</p>	<p>Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as:</p> <p>"The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."</p> <p>Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as:</p> <p>"Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years.</p> <p>The Bank reserves the right to inspect the information provided by the bidder."</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
159	11	1.3 Clause No. 5	5. The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	As per understanding the bidder has supplied and implemented the security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	We request you to kindly amend this clause as: The bidder should have supplied and implemented IT security services of various types of security solutions, devices, Technologies and software (DLP/VAS/NAC/IT-GRC/APT) in last two years as on RFP date.	<p>Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."</p> <p>Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder."</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
160	11	1.3 Clause No. 5	The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	1.3 Eligibility Criteria	<p>We request the bank to kindly amend the clause as:</p> <p>The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software such as DLP/VAS/NAC/SIEM etc.) for a minimum period of ONE year as on RFP date.</p> <p>Alternatively, we request back to amend the clause as following :</p> <p>The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software in any of the two solutions such as DLP/VAS/NAC/SIEM etc.) a minimum period of two year as on RFP date.</p>	<p>Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as:</p> <p>"The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."</p> <p>Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as:</p> <p>"Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years.</p> <p>The Bank reserves the right to inspect the information provided by the bidder."</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
161	11	1.3 Clause No. 5	The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	Eligibility Criteria	Request you to change it to "The bidder should be providing IT security services (i.e. in the area of implementation or Support, monitoring and management of various types of security solutions, devices, Technologies and software) for a minimum period of two years as on RFP date, " Since similar combination of these security solutions may not be available together in many organisations or request you to change it to atleast three of the following solutions (DLP,VAS,NAC,IT-GRC,APT)	<p>Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."</p> <p>Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder."</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
162	11	1.3 Clause No. 5	Proof of purchase order/work order/sign off documents with Installation Report showing implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder.	Eligibility Criteria	Request you to change the clause as "Proof of purchase order/work order/sign off documents with Installation Report/Customer credential showing implementation of various security solutions stated above to be submitted indicating the company is providing such service for the Organisation. The Bank reserves the right to inspect the information provided by the bidder. "	<p>Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."</p> <p>Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder."</p>
163	11	1.3 Clause No. 6	Pt No. 6 Eligibility Criteria: The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least two Government/Public/Private organisations in India out of which one should be a BFSI/ RBI/NPCI (excluding RRBs and Co-operative Bank). Document to be submitted: Proof of Client Certificate is to be submitted.		<p>We request to modify this clause to "The bidder should be currently in the service of providing Security Operation Centre (SOC)/Remote Managed SOC services in at least two Government/Public/Private organisations in India out of which one should be a BFSI/ RBI/NPCI (excluding RRBs and Co-operative Bank).</p> <p>Document to be submitted: Proof of Client Certificate is to be submitted.</p>	<p>Clause 1.3 Point No. 6 and Annexure-C Point No. 6 shall be read as "The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least one Government/Public/BFSI in India"</p> <p>Document to be submitted: "Proof of Client Certificate is to be submitted."</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
164	11	1.3 Clause No. 6	6. The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least two Government/Public/Private organisations in India out of which one should be a BFSI/ RBI/NPCI (excluding RRBs and Co-operative Bank).	SOC is a niche segment and not all organization require this facility. Hence, there are only few organization in India which have this facility.	We request you to kindly amend this clause as: The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions in at least one Government/Public/Private organisations in India.	Clause 1.3 Point No. 6 and Annexure-C Point No. 6 shall be read as "The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least one Government/Public/BFSI in India" Document to be submitted: "Proof of Client Certificate is to be submitted."
165	11	1.3 Clause No. 6	The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least two Government/Public/Private organisations in India out of which one should be a BFSI/ RBI/NPCI (excluding RRBs and Co-operative Bank).	1.3 Eligibility Criteria	We understand that experience of SOC services asked in this clause is for SOC services provided from customer's CAPTIVE SOC's setup by the bidder. Kindly confirm if our understanding is correct.	Clause 1.3 Point No. 6 and Annexure-C Point No. 6 shall be read as "The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least one Government/Public/BFSI in India" Document to be submitted: "Proof of Client Certificate is to be submitted."
166	11	1.3 Clause No. 7	Eligibility Criteria	Pt No. 7 Eligibility Criteria: Bidder shall have their own Security Operation Center (SOC) in India. Document to be submitted: An undertaking in this regard on company letter head to be submitted.	We request to add ISO 27001 certification compliance for SOC and SOC Services and own Security Operation Center should be running for atleast 2 years.	Clause 1.3 Point No. 7 and Annexure C, Point 7, stands as per RFP.
167	11	1.3 Clause No. 7	7. Bidder shall have their own Security Operation Center (SOC) in India.		We request you to kindly amend this clause as: Bidder shall have their own Security Operation Center (SOC)/ Network Operation Centre (NOC) in India.	Clause 1.3 Point No. 7 and Annexure C, Point 7, stands as per RFP.
168	11	1.3 Clause No. 8	The bidder should have minimum 3 skilled staff on their payroll with certification with for the product proposed. An undertaking in this regard on company letter head to be submitted. He should be minimum BE/ B. Tech with certification such as CCNA/CISA/ CCNP/CISM.	1.3 Eligibility Criteria	Kindly amend the clause as: The bidder should have minimum 3 skilled staff on their payroll with certification in IT Network/Security. An undertaking in this regard on company letter head to be submitted. He should be minimum BE/ B. Tech with certification such as CCNA/CISA/ CCNP/CISM/CEH etc.	Clause 1.3 Point No. 8 and Annexure C, Point No. 8, stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
169	26	2.22 and 2.23	Compliance to Labour Act and Compliance		Please note the bidder/SI shall comply with all the laws and regulations that are generally applicable to its business in India as an IT service provider. Further, the bidder shall confirm that the software being provided under the scope of work shall be free of any intentional malicious bug that would illegally activate procedures.	Clause stands as per RFP.
170	31	4.10.5	The selected bidder shall ensure uptime (to be calculated on monthly basis). The bank reserves the right to impose / waive any such penalty.	4.10 Service Level Agreement (SLA)	This clause is going for all the solutions in this RFP and Uptime of the solutions or banking servies which would affect by the solutions i.e. if solution is in HA then the services wouldn't affect if one fail.	Clause stands as per RFP.
171	39 and 40	4.11 and 4.12	Penalty and Liquidated Damages		Please note that there shall be no set-off against the payment and the Bank cannot cancel the order unilaterally, once the successful bidder is warded the RFP. If the SI agrees and accepts such penalties/LD in writing, then the SI shall issue a credit note only. Further, notwithstanding anything stated to the contrary, the aggregate of all penalties and Liquidated damages under this Contract shall not exceed 10% of the Total Contract Value. Any penalty shall be levied only for reasons solely attributable to the bidder/SI. Penalty shall constitute the Bank's sole and exclusive remedy against the bidder/SI for such defect/delay.	Clause stands as per RFP.
172	33	4.13 - Warranty and Page No. 97, Annexure G - Indicative Commercial Format			The warranty clause mentions the solution warranty period of 36 months (3 years) from go-live whereas the commercial bid format mentions Software warranty period of 12 months (1 year). We request the bank to have consistency in the warranty period for all products (hardware / appliance / software) of 36 months (3 years) and AMC / ATS period of 24 months (2 years).	The contract period will be 5 years including Warranty ,AMC ,ATS from the date of execution of the Service level Agreement. The Warranty period of hardware will be 3 years and AMC will be 2 years after the completion of warranty period. For the software, Warranty period will be 1 year and ATS will be 4 years after the completion of warranty period of 1 year.
173	33	4.13.5	All updates and upgrades during the contract have to be provided at no cost to the bank.	Warranty	Software updates are provided by OEMs as part of License AMC. However, upgrade of solution version might attract additional charges. Request bank's confirmation on applicability of such charges.	All updates and upgrades during the contract have to be provided at no cost to the bank.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
174	35	4.14.7	The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.	4.14 Annual Maintenance Charges (AMC) and Annual Technical Support (ATS)	There is conflict in these clause as the same point mentioned in Clause 4.16, and it asked for 90 days prior notice before terminating the Service Agreement, where as in 4.14 its' only 30 days." Please clarify, which one is implied on bidder.	Clause 4.14.7 shall be read as: "The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 90 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period."
175	35	4.14.7	The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.	Warranty	Termination should be only for material breach of the contract. Bidder should not be asked to compensate as bidder is already paying agreed liquidated damages and penalties. Kindly amend the clause accordingly.	Clause 4.14.7 shall be read as: "The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 90 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period."
176	35 and 36	4.16 and 4.18	Contract Period and Order cancellation		Bank shall not be cancelling the contract under any circumstance. Also, please note that either party can only terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Bank shall pay bidder for all products and services provided up to the effective date of termination and any other charges mentioned by the bidder/Sl. Further, any renewal shall be as per the mutually agreed terms and conditions.	Clause 4.16 and 4.18 stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
177	41 and 42	4.27 and 4.29	Termination and Effect of Termination		Please note that either party can only terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Bank shall pay Bidder for all products and services provided up to the effective date of termination. Further, no adjustments shall be made by the Bank from the payments or Performance Bank Guarantee.	Clause 4.27 and 4.29 stands as per RFP.
178	43	4.30 and 4.31	Arbitration and Applicable law & Jurisdiction of court		Please note that the arbitration shall be held as per the Indian Arbitration and Conciliation Act, 1996. We request for the seat of arbitration to be in New Delhi, India and the Courts of New Delhi to have an exclusive jurisdiction over any dispute that arises under the contract.	Clause stands as per RFP.
179	27	4.5.3	It will be the responsibility of the successful bidder to resolve the issues if it arises due to Bank's existing IT Infrastructure either by providing the solution or resolving with existing vendor/system integrator at no extra cost to the Bank.		Request you to please remove the clause as the bidder don't have any information on existing infra. Any Change in existing infra should be taken care by Bank or existing SI.	Clause stands as per RFP.
180	27	4.5.3	The process will be deemed complete when all the proposed solution have been implemented and made operationalized as per the scope, terms & conditions of the RFP and satisfactory acceptance given by the Bank. The selected bidder has to resolve any system software/hardware problems during successful implementation and operationalization. It will be the responsibility of the successful bidder to resolve the issues if it arises due to Bank's existing IT Infrastructure either by providing the solution or resolving with existing vendor/system integrator at no extra cost to the Bank.	Delivery and Implementation	In case of any additional service/hardware requirement post the technical qualification, commercials will be charged extra. For any existing IT infra issues with respect to integration of the new solution bank to own responsibility for getting there existing infra ready as per the new solutions requirement.	Clause stands as per RFP.
181	35	4.5.4	Delivery and Implementation		We request for the deletion of the indemnity requirement. However, we'll ensure that the products are legally procured, to the best of our knowledge.	Clause stands as per RFP.
182	28	4.5.8	The licenses for all solutions should be perpetual in the name of UCO Bank. The OEMs should certify the same on their letterhead.		Certain products and services have been asked for in the RFP which are mainly subscription based. Hence request to change this point to "The licenses for all solutions preferable to be perpetual in the name of UCO Bank and if perpetual licenses is not available for any specific product it can be subscription based"	Clause stands as per RFP.
183	28	4.5.8	The licenses for all solutions should be perpetual in the name of UCO Bank. The OEMs should certify the same on their letterhead.		Certain products and services have been asked for in the RFP which are mainly subscription based. Hence request to change this point to "The licenses for all solutions preferable to be perpetual in the name of UCO Bank and if perpetual licenses is not available for any specific product it can be subscription based"	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
184	28	4.5.8		Delivery and Implementation		Clause stands as per RFP.
185	28	4.5.8	The licenses for all solutions should be perpetual in the name of UCO Bank. The OEMs should certify the same on their letterhead.	Delivery and Implementation	Certain products and services have been asked for in the RFP which are mainly subscription based. Hence request to change this point to "The licenses for all solutions preferable to be perpetual in the name of UCO Bank and if perpetual licenses is not available for any specific product it can be subscription based"	Clause stands as per RFP.
186	56	A	Network Access Control (NAC) & Patch Management		As per the RFP - there are 5 separate security components are asked merged under single heading of NAC & Patch Management. We request Bank to only consider NAC and if other components are needed then separate compliance would be required for specific components e.g. MDM, Patch management, EDR/AV. For NAC - points A.1-14,17-24,26-28,30-31,38,41,44-46 should be applicable. Please confirm.	The solutions should provide as per the RFP.
187	56	A.1 to A.116	General Clarification		We Understand that the specifications from A1 to A116 are combined for both NAC & Patch management. As both are different solutions with no overlap of technology, we humbly request the bank to segregate the specification so that there is no room for assumption.	Clause stands as per RFP. The solutions should provide as per the RFP.
188	56	A.1 to A.116	Annexure – A	Network Access Control (NAC) & Patch Management	Network Access control , Antivirus Management and Patch Management solution are different line of Solution Platform, so request to keep it as dedicated requirement for each Platform. By Combining these functionalities into single Product it is diluting the need of this solution requirement to very minimal functions without much automation or value to meet the mandate for the requirement and also these kind of combined expectation is favoring very few/Single Vendor in the market	Clause stands as per RFP. The solutions should provide as per the RFP.
189	56	A.1 to A.116	General Clarification	NAC & Patch Management Specification	We Understand that the specifications from A1 to A116 are combined for both NAC & Patch management. As both are different solutions with no overlap of technology, we humbly request the bank to segregate the specification so that there is no room for assumption.	Clause stands as per RFP. The solutions should provide as per the RFP.
190	56	A.1 to A.116	Annexure – A	Network Access Control (NAC) & Patch Management	Network Access control , Antivirus Management and Patch . Management solution are different line of Solution Platform, so request to keep it as dedicated requirement for each Platform. By Combining these functionalities into single Product it is diluting the need of this solution requirement to very minimal functions without much automation or value to meet the mandate for the requirement and also these kind of combined expectation is favoring very few/Single Vendor in the market	Clause stands as per RFP. The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
191	56	A.10	The solution should support existing standard-based authentication and directories such as 802.1x, Directory services, AAA mechanisms etc.		We request the bank to consider a solution which can support flexible deployment options between 802.1x and non 802.1x solutions.	Clause stands as per RFP. The solution should support existing standard-based authentication and directories such as 802.1x, Directory services, AAA mechanisms etc.
192	62	A.100	The proposed solution should be able to provide the automated response feature: - Isolating an endpoint from the network		This is an EDR security specification and not NAC and patch management solution. Hence request you elaborate if EDR solution is required	Clause stands as per RFP. The solution should be able to provide the automated response feature: - Isolating an endpoint from the network.
193	62	A.101	The proposed solution should monitor all essential endpoint activities - Binaries, processes, file activity, configuration changes, network connections - Continuous always-on monitoring - Kernel-Mode monitoring - Cross platform support		These are all not NAC features and is more relevant for Device management solution. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should monitor all essential endpoint activities - Binaries, processes, file activity, configuration changes, network connections - Continuous always-on monitoring - Kernel-Mode monitoring - Cross platform support.
194	62	A.101	The proposed solution should monitor all essential endpoint activities - Binaries, processes, file activity, configuration changes, network connections - Continuous always-on monitoring - Kernel-Mode monitoring - Cross platform support		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should monitor all essential endpoint activities - Binaries, processes, file activity, configuration changes, network connections - Continuous always-on monitoring - Kernel-Mode monitoring - Cross platform support.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
195	62	A.103	The proposed solution should provide range of malware protection options including and not limited to : - Critical resource and process protection - exploit protection - Vulnerability detection and shielding - Behavioural monitoring.		These are all not NAC features. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should provide range of malware protection options including and not limited to : - Critical resource and process protection - exploit protection - Vulnerability detection and shielding - Behavioural monitoring.
196	62	A.103	The proposed solution should provide range of malware protection options including and not limited to : - Critical resource and process protection - exploit protection - Vulnerability detection and shielding - Behavioural monitoring		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should provide range of malware protection options including and not limited to : - Critical resource and process protection - exploit protection - Vulnerability detection and shielding - Behavioural monitoring.
197	63	A.106	The solution should be capable of being bypassed in the event of any failure of the solution. This should be applicable in both managed and unmanaged switch environment.		We request bank to make support unmanaged devices as optional - furthermore we recommend bank to only use mechanisms that provide port level controls so that they have a consistent level of security across their infrastructure - moreover unmanaged switches will not comply to RBI guidelines.	The solutions should provide as per the RFP.
198	63	A.107	The solution should operate within a heterogeneous network with switches from multiple vendors (e.g. - Cisco, D-Link, Juniper, 3com, Nortel, Linksys, Extreme Networks, etc. and legacy switches). NAC appliance should support vendor agnostic switch infrastructure. It must support the same with & Without 802.1x mechanism		We recommended to go for 802.1x mechanism as it is the most secured NAC solution in the market is called "Port Based NAC" which works on 802.1X protocol. Any end-point not supporting 802.1x (printers, VoIP phones, etc.) will use MAB. Cisco ISE interoperates fully with third-party RADIUS devices that adhere to the standard protocols. Support for RADIUS functions depends on the device-specific implementation. We request to provide the model details of Switching infra or please refer the following URL https://www.cisco.com/c/en/us/td/docs/security/ise/2-6/compatibility/b_ise_sdt_26.html to check the compatibility.	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
199	57	A.11	The solution should be able to link to existing databases for developing policies. For example, retrieve a list of MAC addresses of the Bank's assets that are owned by the Bank, and then a policy can be created to block other laptop/iPads etc.		Listing the MAC address and enforcing policies based on this MAR{MAC Address Repository} will open several loopholes in the solution as MAC address spoofing can easily done to bypass this kind of security control. We understand that UCO Bank wants a solution without workarounds hence kindly consider deleting this clause.	Clause stands as per RFP. The solution should be able to link to existing databases for developing policies. For example, retrieve a list of MAC addresses of the Bank's assets that are owned by the Bank, and then a policy can be created to block other laptop/iPads etc.
200	63	A.110	Advanced Guest Networking Capabilities 1. Solution should include a guest networking application 2. Solution should provide mechanism for notification of user credentials to Guest Users		Request to provide more clarification. As per our understanding guest networking applications means capability to restrict the access of guest user in the enterprise network.	The solutions should provide as per the RFP.
201	63	A.112	The proposed solution must able to integrate with Antivirus solution for Auto- Remediation		This is a limited OEM specification. Hence request this point to be removed for greater OEM specification	Clause stands as per RFP. The solution must able to integrate with Antivirus solution for Auto- Remediation.
202	64	A.114	Post-Admission Protection – continuously monitoring users, elements and their sessions for suspicious activity (i.e. worms, viruses, malware, etc.). If detected, the action taken by a NAC solution may vary from isolating the offending system to dropping the session.		As per our understanding this capability require an agent running on the system to identify any worm/virus/malware and subsequently update or integrate with NAC for isolating. Please confirm whether this endpoint security is required from day 1 or should be supported in future.	The solutions should provide as per the RFP.
203	57	A.12	The solution should support existing third party hardware/software such as Network switches, Wireless Access Points, VPN, Antivirus, Patch Management, Ticketing, SIEM, Vulnerability assessment scanners and MDM.		Please list the existing 3rd party security solutions so that the compatibility can be checked. We recommend the bank to evaluate productised versions of API integration rather than just open APIs for enhanced feature set.	Clause stands as per RFP. The solution should be an automated security control platform that can monitor and control everything on the network—all devices, all operating systems, all users. The solution shall let employees and guests remain productive on the network while critical network resources and sensitive data remain protected.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
204	57	A.13	The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.	Partial (PBR is not possible)	Policy based routing is a function of any routing device. Since the NAC solution does not route packets, this is not a function of NAC and hence request you to remove this	Clause stands as per RFP. The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.
205	57	A.13	The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.		PBR,DHCP and arp spoofing can be stopped by switch and not by NAC.Request to please remove from this scope.so that leading OEM can aparticipate.	Clause stands as per RFP. The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.
206	57	A.13	The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.		"The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, etc." MAC spoofing is an easy way to attack the network hence authentication as per MAC should not be encouraged. NAC should never be an In-Line solution because otherwise the entire traffic will pass through NAC. It should be out of Band ensuring AAA, Profiling and Posturing.	Clause stands as per RFP. The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.
207	57	A.13	The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.	PBR,DHCP and arp spoofing can be stopped by switch and not by NAC	PBR,DHCP and arp spoofing can be stopped by switch and not by NAC. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.

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208	57	A.13	The solution should support the following mechanisms for access control and policy validation:VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.		We request the bank to consider a solution which can support both agent based and agentless types of deployment. In todays world where every customer has a mix of IT, OT & IoT and it is not possible for every device like a printe, scanner and cameras to have an agent/supplcant installed.	Clause stands as per RFP. The solution should support the following mechanisms for access control and policy validation: VLAN Steering, DHCP, Anti ARP spoofing, Agent based enforcement, Policy based routing, Mac Authentication etc.
209	57	A.15	The Solution should provide remote management/ wiping/ locking devices including mobile, laptops, etc.		The listed features are more of MDM capabilities. Kindly restrict the feature set to NAC so that major OEMs can participate and a level playing field is set.	Clause stands as per RFP. The Solution should provide remote management/ wiping/ locking devices including mobile, laptops, etc.
210	57	A.16	A) Network Access Control (NAC) & Patch Management	The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.	This Falls in device management / data management; not a NAC functionality.Request to please remove.	Clause stands as per RFP. The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.
211	57	A.16	The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.	The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.	This Falls in device management / data management; not a NAC functionality. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.
212	57	A.16	The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.		The listed features are more of MDM capabilities. Kindly restrict the feature set to NAC so that major OEMs can participate and a level playing field is set.	Clause stands as per RFP. The Solution should provide remote wipe facility on the containerized app, rendering the data unreadable.

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213	57	A.17	The solution should be able to detect through periodic monitoring if endpoint security configurations are modified after obtaining access to the network and identify users who have violated in the past.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should be able to detect through periodic monitoring if endpoint security configurations are modified after obtaining access to the network and identify users who have violated in the past.
214	57	A.18	The solution should support alerting mechanism such as e-mail SMS etc.	Need additional information	What are the types of alerts being asked for. Without this clarity, it becomes too vast and also there will be a lot of mails and SMS's. Hence request you to provide clarification on this.	The solution should support alerting mechanism such as e-mail, SMS etc.
215	56	A.2	The solution should gather the following data before an endpoint has access to network: Device type Operating system User identity Operating system Patch status Anti-virus status Host firewall status Known/Unknown device status Past policy compliance and threat history "		There are two kinds of NAC technologies which are Pre-Connect and Post-Connect. This specification is asking for the Pre-connect NAC technology which relies on 802.1x protocol which has its own demerits. Also this statement contradicts the requirement asked in A107 which asks for a flexibility between 802.1x and non 802.1x. Hence Request the bank to consider modifying this as below: "The solution should gather the following data : Device type Operating system User identity Operating system Patch status Anti-virus status Host firewall status Known/Unknown device status Past policy compliance and threat history "	Clause stands as per RFP.
216	57	A.21	The solution should be able to identify and authenticate VPN users		Authenticating VPN users is not a feature of NAC. This functionality can be achieved using TACACS/similar solutions. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank. '	Clause stands as per RFP. The solution should be able to identify and authenticate VPN users.
217	57	A.23	The solution should integrate with existing service desk tools to support automated workflow for providing access , change management and exception control	Vendor Specific	Since NAC provides access to the network basis compliance which can be achieved thru auto remediation, this ask is redundant. Hence request you to remove this	A.23 stands deleted from the RFP.
218	57	A.24	The solution should permit admin to define thresholds for threat levels received from the NAC	Vendor Specific	Since NAC as the name suggests is access control solution, monitoring of traffic is not a function of the NAC. Also there are specialized endpoint security solutions which are far superior in assessing threat levels. Hence request you to remove this	The solution should be able to control access to network as per time, location of user, mode of access, type of system used to access etc.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
219	58	A.25	The solution should be able detect and manage hand held devices used for financial inclusion process		While detection is the feature of NAC managing those devices is not. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should be able detect and manage hand held devices used for financial inclusion process
220	58	A.26	The solution should support In-line deployment modes.	Vendor Specific	Its Vendor specific, Since NAC as the name suggests is access control solution, there is no advantage of being inline. Contrary being inline will slow down the network traffic since NAC appliance speeds are much lower than multiple 1GigE or 10GigE switches there by becoming a bottleneck. Hence request you to change this to out of bank solution	Clause stands as per RFP. The solution should support In-line deployment modes.
221	58	A.26	The solution should support In-line deployment modes.	The solution should support In-line deployment modes.	OEM to OEM's solution architecture differs. Our solution sits out of band and hence does not require all the traffic to be sent hence it's an efficient method of achieving NAC. Request to please remove from this so that leading OEM can participate.	Clause stands as per RFP. The solution should support In-line deployment modes.
222	58	A.26	The solution should support In-line deployment modes.		As NAC is not a connection oriented technology and there is no need of maintaining the session related information, we suggest the bank to consider offline solution. In-line solution when failed can cause severe outages to the bank's network. Request the bank to modify as "Platform must be deployable in out-of-band model (with all feature & functionality) to ensure network keeps functioning even if the solution goes down for whatever reason"	Clause stands as per RFP. The solution should support In-line deployment modes.
223	58	A.27	The Solution should be easily scalable to large number of users.		We would request bank to confirm the quantity of assets to be protected for licensing consideration.	Details already specified in Annexure F.
224	58	A.29	The proposed solution must have the ability to 'push' user-specific device configuration.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The proposed solution must have the ability to 'push' user-specific device configuration.
225	58	A.30	A) Network Access Control (NAC) & Patch Management	The proposed solution must support mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems	Please elaborate this requirement as required from NAC solution as patch management solution doesn't have support for android, iOS	Clause stands as per RFP. The solution must support mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems.

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226	58	A.30	The proposed solution must support mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems		Please elaborate this requirement as required from NAC solution as patch management solution doesn't have support for android, iOS. Also request to add the below point for distribution of patches in low bandwidth environment "Solution should support deployment of patches over LAN, VPN, Internet and using Peer to Peer technology and solution should be able to initiate inventory in real time to find out missing softwares/patches and should have the capability to deploy immediately"	Clause stands as per RFP.
227	58	A.30	The proposed solution must support mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems.		Request the bank to modify this statement as "The proposed solution must be able to discover & analyse & assess the posture of all IP enabled devices not limited mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems, printers, scanners and any other device with an IP address."	Clause stands as per RFP. The solution must support mainstream versions of Android, iOS, Windows desktop and Linux Operating Systems.
228	58	A.31	The proposed solution should be integrated seamlessly into the existing infrastructure of the Bank.		Request the bank to modify this statements as "Should operate within a heterogeneous network with switches from multiple vendors (e.g. but not limited to- Cisco, Juniper, 3com, Nortel, Linksys, Extreme , Dlink , Avaya , Brocade Networks etc). NAC appliance should support vendor agnostic switch infrastructure. It must not only relay on 802.1x mechanism."	Clause stands as per RFP. The solution should be integrated seamlessly into the existing infrastructure of the Bank.
229	58	A.32	The proposed solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.	Vendor Specific	Remote staff installing apps without IT supervision is a serious challenge as it may lead to machines going down resulting of loss of productivity. Hence request you to remove this	Clause stands as per RFP. The solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.
230	58	A.32	The proposed solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps		This specification is not related to NAC or patch management and hence requested to be removed	Clause stands as per RFP. The solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.
231	58	A.32	The proposed solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.	The proposed solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.	This is not related to NAC functionality, and is more relevant for Patch management solution. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
232	58	A.32	The proposed solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution must have the ability to deploy an enterprise and bank-specific app catalogues so users can view, install, and update approved apps.
233	58	A.33	The proposed solution must have the ability to restrict mobile OS versions.	The proposed solution must have the ability to restrict mobile OS versions.	This is not related to NAC functionality, and is more relevant for MDM solution. SI to consider the necessary solution/Product	Clause stands as per RFP. The solution must have the ability to restrict mobile OS versions.
234	58	A.33	The proposed solution must have the ability to restrict mobile OS versions.		The listed features is an MDM capability and not a NAC feature. Kindly restrict the feature set to NAC so that major OEMs can participate and a level playing field is set.	Clause stands as per RFP. The solution must have the ability to restrict mobile OS versions.
235	58	A.34	The proposed solution must have the ability to remotely lock and wipe a device.		This Falls in device management / data management; not a NAC functionality.Request to please remove.	Clause stands as per RFP. The solution must have the ability to remotely lock and wipe a device.
236	58	A.34	The proposed solution must have the ability to remotely lock and wipe a device.	The proposed solution must have the ability to remotely lock and wipe a device.	This Falls in device management / data management; not a NAC functionality. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution must have the ability to remotely lock and wipe a device.
237	58	A.34	The proposed solution must have the ability to remotely lock and wipe a device.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution must have the ability to remotely lock and wipe a device.
238	58	A.35	The proposed solution must have the ability to provide and enforce data encryption.		Data encryption is not NAC functionality.Request to please remove for wider OEM participation.	Clause stands as per RFP. The solution must have the ability to provide and enforce data encryption.
239	58	A.35	The proposed solution must have the ability to provide and enforce data encryption.	The proposed solution must have the ability to provide and enforce data encryption.	Data encryption is not NAC functionality Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution must have the ability to provide and enforce data encryption.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
240	58	A.35	The proposed solution must have the ability to view location information/GPS tracking on lost or stolen devices.	The proposed solution must have the ability to view location information/GPS tracking on lost or stolen devices.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.Request to please remove this from this scope or modify as "Should have support integration with 3rd party Patch management system".SO that leading OEM can participate.	Clause stands as per RFP. The solution must have the ability to provide and enforce data encryption.
241	58	A.35	The proposed solution must have the ability to provide and enforce data encryption	A) Network Access Control (NAC) & Patch Management	NAC solutions cannot enforce data encryption. This specification is not related to NAC or patch management and hence requested to be removed. Also request to provide information is this point referring to full disk encryption.	Clause stands as per RFP. The solution must have the ability to provide and enforce data encryption.
242	58	A.35	The proposed solution must have the ability to provide and enforce data encryption.		While the NAC solution can be responsible to monitor & enforce the status of data encryption, providing data encryption is not the feature of a NAC. Request the bank to restrict the requirement to NAC features.	Clause stands as per RFP. The solution must have the ability to provide and enforce data encryption.
243	58	A.36	The proposed solution must have a jailbreak/root detection mechanism.		The listed features is an MDM capability and not a NAC feature. Kindly restrict the feature set to NAC so that major OEMs can participate and a level playing field is set.	Clause stands as per RFP. The solution must have a jailbreak/root detection mechanism.
244	58	A.37	The proposed solution must have the ability to view location information/GPS tracking on lost or stolen devices.		The listed features is an MDM capability and not a NAC feature. Kindly restrict the feature set to NAC so that major OEMs can participate and a level playing field is set.	Clause stands as per RFP. The solution must have the ability to view location information/GPS tracking on lost or stolen devices.
245	58	A.38	The proposed solution must have the ability to allow the Bank to create and manage specified policies, such as enforcing password policies (password length, unique password, change frequency), as well as manage groups of devices by individual agency.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution must have the ability to allow the Bank to create and manage specified policies, such as enforcing password policies (password length, unique password, change frequency), as well as manage groups of devices by individual agency.
246	58	A.39	The proposed solution must have the ability to restrict users from installing Bank-restricted apps		This specification is not related to NAC or patch management and hence requested to be removed	Clause stands as per RFP. The solution must have the ability to restrict users from installing Bank-restricted apps.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
247	58	A.40	The proposed solution must have the ability to maintain inventory database of devices by ID, hardware model, and firmware version		NAC solutions are meant to be a "single source of truth at a point in time" but not to maintain the historical DB. This is a functionality of CMDDB/equivalent technology. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The proposed solution must have the ability to maintain inventory database of devices by ID, hardware model, and firmware version.
248	59	A.41	The proposed solution should be able to automatically decommission devices that are lost or based on user status.		Since auto decommission can lead to challenges, it is better from a security standpoint to permit IT to decommission devices. Hence request you to change this to The proposed solution should be able to decommission devices that are lost or based on user status	Clause stands as per RFP. The solution should be able to automatically decommission devices that are lost or based on user status.
249	58	A.41	The proposed solution should be able to automatically decommission devices that are lost or based on user status		This specification is related to MDM and not related to NAC or patch management. Hence request this feature to be removed	Clause stands as per RFP. The solution should be able to automatically decommission devices that are lost or based on user status.
250	58	A.41	The proposed solution should be able to automatically decommission devices that are lost or based on user status.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should be able to automatically decommission devices that are lost or based on user status.
251	58	A.42	The proposed solution must have the ability to view application and network performance		This specification is related to performance monitoring tools and is not a part of NAC or patch management. Hence requested to remove this point	Clause stands as per RFP. The solution must have the ability to view application and network performance.
252	58	A.42	The proposed solution must have the ability to view application and network performance.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution must have the ability to view application and network performance.
253	59	A.47	The proposed solution should be able to separate personal and private user data from business data.		This is not a NAC feature and relevant to Device Management solution,request to please remove from this scope.So that leading OEM can participate.	Clause stands as per RFP. The solution should be able to separate personal and private user data from business data.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
254	59	A.47	The proposed solution should be able to separate personal and private user data from business data.	The proposed solution should be able to separate personal and private user data from business data.	This is not a NAC feature and relevant to Device Management solution. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should be able to separate personal and private user data from business data.
255	59	A.47	The proposed solution should be able to separate personal and private user data from business data.		NAC solutions need not have access to the business data but it is designed to assess the posture of a a particular endpoint. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should be able to separate personal and private user data from business data.
256	59	A.48	The proposed solution should have the capability to containerize the business data.		This is not a NAC feature and relevant to Device Management solution,request to please remove from this scope.So that leading OEM can participate.	Clause stands as per RFP. The solution should have the capability to containerize the business data.
257	59	A.48	The proposed solution should have the capability to containerize the business data.	The proposed solution should have the capability to containerize the business data.	This is not a NAC feature and relevant to Device Management solution. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should have the capability to containerize the business data.
258	59	A.48	The proposed solution should have the capability to containerize the business data.		NAC solutions need not have access to the business data but it is designed to assess the posture of a a particular endpoint. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should have the capability to containerize the business data.
259	59	A.49	The proposed solution should have the ability to restrict deployment of corporate applications on rooted or jail broken devices.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution should have the ability to restrict deployment of corporate applications on rooted or jail broken devices.
260	59	A.50	The proposed solution has geo-fencing capabilities.		This is not the functionality of NAC. We request the bank to restrict the specifications to NAC feature set so that niche OEMs can participate and provide the best of the breed solution to the bank.	Clause stands as per RFP. The solution has geo-fencing capabilities.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
261	59	A.51	The patch management solution should have regular patch update facility for all terminal devices (desktops & servers) including Software and Hardware asset inventory management broadly covers Number of OS instances, Types of Server - Physical and Virtual Environment, various Server Operating system, Various types of Operating system - Windows, Unix and Linux with CPU/cores counts running in Desktops & Servers.		NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The patch management solution should have regular patch update facility for all terminal devices (desktops & servers) including Software and Hardware asset inventory management broadly covers Number of OS instances, Types of Server - Physical and Virtual Environment, various Server Operating system, Various types of Operating system - Windows, Unix and Linux with CPU/cores counts running in Desktops & Servers.
262	59	A.51	The patch management solution should have regular patch update facility for all terminal devices (desktops & servers) including Software and Hardware asset inventory management broadly covers Number of OS instances, Types of Server - Physical and Virtual Environment, various Server Operating system, Various types of Operating system - Windows, Unix and Linux with CPU/cores counts running in Desktops & Servers.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The patch management solution should have regular patch update facility for all terminal devices (desktops & servers) including Software and Hardware asset inventory management broadly covers Number of OS instances, Types of Server - Physical and Virtual Environment, various Server Operating system, Various types of Operating system - Windows, Unix and Linux with CPU/cores counts running in Desktops & Servers.
263	59	A.52	The patch management solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, etc.)	The patch management solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, etc.)	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The patch management solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, etc.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
264	59	A.52	The patch management solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, etc.)		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The patch management solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, etc.
265	59	A.54	Solution should have web or GUI based dashboard console to monitored, maintain and apply patches to the registered servers.	Solution should have web or GUI based dashboard console to monitored, maintain and apply patches to the registered servers.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	The solutions should provide as per the RFP.
266	59	A.55	Solution should be able to do assessment for currently deployed patches, software and hardware status for all the assets.	Solution should be able to do assessment for currently deployed patches, software and hardware status for all the assets.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	The solutions should provide as per the RFP.
267	59	A.57	Licenses should consider based on concurrent asset reported to console at any given point of time		Please clarify if this specification is for NAC. For patch management licenses are based on the number of managed endpoints and not concurrent assets. Hence request to change this to number of managed endpoints if this is requested for patch management. Also request to add the below point for better managability of asset discovery for patch management "Solution should support discovering computers using multiple protocols - IPMI, ASF, WSMAN, WMI, ICMP, SNMP among others"	Clause stands as per RFP. Licenses should consider based on concurrent asset reported to console at any given point of time.
268	59	A.57	Licenses should consider based on concurrent asset reported to console at any given point of time.	Licenses should consider based on concurrent asset reported to console at any given point of time.	Requesting the below clarification- How many concurrent devices for AAA authentication from Day 1? How many concurrent devices for endpoint posture check from Day 1? How many unique guest users are they expecting daily? What kind of redundancy is required? How many BYOD devices ?	Clause stands as per RFP. Licenses should consider based on concurrent asset reported to console at any given point of time.
269	59	A.57	Licenses should consider based on concurrent asset reported to console at any given point of time.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. Licenses should consider based on concurrent asset reported to console at any given point of time.
270	59	A.58	Able to identify and report the machines that have installed the patch that is to be rolled back.	Able to identify and report the machines that have installed the patch that is to be rolled back.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The solution should be able to identify and report the machines that have installed the patch that is to be rolled back.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
271	59	A.58	Able to identify and report the machines that have installed the patch that is to be rolled back.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to identify and report the machines that have installed the patch that is to be rolled back.
272	59	A.59	Able to determine if the patches on a machine are correctly installed.	Able to determine if the patches on a machine are correctly installed.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	The solutions should provide as per the RFP.
273	59	A.60	The solution must detect if a patch that has been applied becomes corrupt.	The solution must detect if a patch that has been applied becomes corrupt.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	The solutions should provide as per the RFP.
274	59	A.61	Allow console user to deploy patches to all agents via a central console.	Allow console user to deploy patches to all agents via a central console.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The solution should allow console user to deploy patches to all agents via a central console.
275	59	A.61	Allow console user to deploy patches to all agents via a central console.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should allow console user to deploy patches to all agents via a central console.
276	60	A.62	Allow console user to set start and end date/time for each action deployed.	Allow console user to set start and end date/time for each action deployed.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The solution should allow console user to set start and end date/time for each action deployed.
277	60	A.62	Allow console user to set start and end date/time for each action deployed.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should allow console user to set start and end date/time for each action deployed.
278	60	A.63	Allow console user to define different patch deployment policies.	Allow console user to define different patch deployment policies.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The solution should allow console user to define different patch deployment policies.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
279	60	A.63	Allow console user to define different patch deployment policies.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should allow console user to define different patch deployment policies.
280	60	A.64	The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoint.	The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoint.	NAC solution doesn't have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	Clause stands as per RFP. The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoint.
281	60	A.64	The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoint.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoint.
282	60	A.65	Solution should allow to add manual entry of all licenses software's procured for the assets of the Bank.	Solution should allow to add manual entry of all licenses software's procured for the assets of the Bank.	Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should allow to add manual entry of all licenses software's procured for the assets of the Bank.
283	60	A.65	Solution should allow to add manual entry of all licenses software's procured for the assets of the Bank.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should allow to add manual entry of all licenses software's procured for the assets of the Bank.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
284	60	A.66	Solution should provide comparison/ consumption of the license software's installed with manually fed data to the above system/ solution for industry standard products like WebSphere, MS SQL, Oracle, JBOSS, MS-Office etc. License comparison should be user based, server based or CPU based for product like WebSphere, MS SQL, Oracle, MS Office, JBOSS etc. in line with licenses methodology of the product and report should generate.		SI to consider the necessary solution/Product.This is related to Asset Tracking solution.	<p>Clause stands as per RFP.</p> <p>Solution should provide comparison/ consumption of the license software's installed with manually fed data to the above system/ solution for industry standard products like WebSphere, MS SQL, Oracle, JBOSS, MS-Office etc. License comparison should be user based, server based or CPU based for product like WebSphere, MS SQL, Oracle, MS Office, JBOSS etc. in line with licenses methodology of the product and report should generate.</p>
285	60	A.66	Solution should provide comparison/ consumption of the license software's installed with manually fed data to the above system/ solution for industry standard products like WebSphere, MS SQL, Oracle, JBOSS, MS-Office etc. License comparison should be user based, server based or CPU based for product like WebSphere, MS SQL, Oracle, MS Office, JBOSS etc. in line with licenses methodology of the product and report should generate.		We assume that this specification is not a desired feature of NAC. Kindly clarify	<p>Clause stands as per RFP.</p> <p>Solution should provide comparison/ consumption of the license software's installed with manually fed data to the above system/ solution for industry standard products like WebSphere, MS SQL, Oracle, JBOSS, MS-Office etc. License comparison should be user based, server based or CPU based for product like WebSphere, MS SQL, Oracle, MS Office, JBOSS etc. in line with licenses methodology of the product and report should generate.</p>
286	60	A.67	The product shall use the methods to determine if a patch has been installed on a machine by Inspecting the registry, Examining if the required files exist , Inspecting the version number of existing files on the machine	The product shall use the methods to determine if a patch has been installed on a machine by Inspecting the registry, Examining if the required files exist , Inspecting the version number of existing files on the machine	NAC solution does'nt have internal Patch Management system.3rd party integration can be done.SO that leading OEM can participate.Request to please make a separate solution scope for Patch management solution.	<p>Clause stands as per RFP.</p> <p>The product shall use the methods to determine if a patch has been installed on a machine by Inspecting the registry, Examining if the required files exist , Inspecting the version number of existing files on the machine.</p>

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
287	60	A.67	The product shall use the methods to determine if a patch has been installed on a machine by Inspecting the registry, Examining if the required files exist , Inspecting the version number of existing files on the machine		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The product shall use the methods to determine if a patch has been installed on a machine by Inspecting the registry, Examining if the required files exist , Inspecting the version number of existing files on the machine.
288	60	A.68	The proposed solution must consist of Anti-Malware, Anti-Spyware, anti-virus with Host Intrusion Protection, Port and Device Control, Full Disk and File Encryption, Endpoint Data Loss Prevention, Application Vulnerability Management and Application Control	A) Network Access Control (NAC) & Patch Management	This specification relates to endpoint and not related to NAC and patch management. Hence request it to be removed or please help is understanding whether endpoint security, encryption solution is also required. Endpoint Data loss prevention solution is not a part of endpoint security. hence request it to be removed and put it in the Data loss prevention section. Application vulnerability management is also not part of endpoint security and request it to be removed and out it in vulnerability assessment section. For full disk encryption request to provide the number of devices for which full disk encryption is required as it is only required in laptops. Also request to provide the number of users who needs encryption	Clause stands as per RFP.
289	60	A.68	The proposed solution must consist of Anti-Malware, Anti-Spyware, anti-virus with Host Intrusion Protection, Port and Device Control, Full Disk and File Encryption, Endpoint Data Loss Prevention, Application Vulnerability Management and Application Control.		These are all different OEM solutions and not available in either NAC or PMS. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP.
290	60	A.68	The proposed solution must consist of Anti-Malware, Anti- Spyware, anti-virus with Host Intrusion Protection, Port and Device Control, Full Disk and File Encryption, Endpoint Data Loss Prevention, Application Vulnerability Management and Application Control.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP.
291	60	A.69	The proposed solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites	A) Network Access Control (NAC) & Patch Management	This specification relates to proxy or web gateway. Hence request it to be removed or please elaborate if web gateway solution is required	Clause stands as per RFP. The solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
292	60	A.69	The proposed solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites.		These all are not a NAC feature and relevant to UTM solution, Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites.
293	60	A.69	The proposed solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should have the option to have integrated URL filtering capability to block known malicious websites, as well as productivity filtering to block categorized websites.
294	56	A.7	The solution should detect devices without IP addresses, such as stealthy packet capture devices designed to steal sensitive data.	Need additional information	If they do ave a MAC address then this can be achieved. However if they have no IP or MAC address, then it is not possible to achieve this. Any NAC solution can profile and enforce basis IP or MAC addresses only and therefore request you to remove this	The solutions should provide as per the RFP.
295	60	A.70	The proposed solution should scan files and identifies infections based on behavioural characteristic of viruses		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should scan files and identifies infections based on behavioural characteristic of viruses.
296	60	A.70	The proposed solution should scan files and identifies infections based on behavioural characteristic of viruses.	The proposed solution should scan files and identifies infections based on behavioural characteristic of viruses.	These all are not a NAC feature and relevant to UTM solution, Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should scan files and identifies infections based on behavioural characteristic of viruses.
297	60	A.70	The proposed solution should scan files and identifies infections based on behavioural characteristic of viruses.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should scan files and identifies infections based on behavioural characteristic of viruses.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
298	60	A.71	The proposed solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.	The proposed solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.	These all are not a NAC feature and relevant to UTM/Device management solution, re Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.
299	60	A.71	The proposed solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses	A) Network Access Control (NAC) & Patch Management	This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.
300	60	A.71	The proposed solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should scan files as they are opened, executed, or closed allowing immediate detection and treatment of viruses.
301	60	A.72	The proposed solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes.
302	60	A.72	The proposed solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes.		This is are not a NAC feature, AV functionality. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes.
303	60	A.72	The proposed solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should provide basic application control capabilities that enable administrators to block installations of unwanted applications or application classes.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
304	60	A.73	The proposed solution should be platform agnostic and able to run on all devices such as Windows, MAC and Linux Operating System based computers, Cell phones running on IOS & Android and Servers	A) Network Access Control (NAC) & Patch Management	This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required. Coverage of cell phones is not recommended as cell phones would be requiring an agent which personal cell phone users would not let it to be installed. Hence request "Cell phones running on IOS & Android and Servers" to be removed from this specification	Clause stands as per RFP. The solution should be platform agnostic and able to run on all devices such as Windows, MAC and Linux Operating System based computers, Cell phones running on IOS & Android and Servers.
305	60	A.73	The proposed solution should be platform agnostic and able to run on all devices such as Windows, MAC and Linux Operating System based computers, Cell phones running on IOS & Android and Servers		This is are not a NAC feature,AV functionality. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should be platform agnostic and able to run on all devices such as Windows, MAC and Linux Operating System based computers, Cell phones running on IOS & Android and Servers.
306	61	A.74	The proposed solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process.
307	61	A.74	The proposed solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process		These all are not a NAC feature and relevant to UTM/Device management solution, Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process.
308	61	A.74	The proposed solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should support optimized scanning processes by examining unknown, suspicious, or modified files, and can adapt to each computer within networks throughout the process.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
309	61	A.75	The proposed solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems.		These all are not a NAC feature and relevant to UTM/Device management solution, Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems.
310	61	A.75	The proposed solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems	A) Network Access Control (NAC) & Patch Management	This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required. If it is required also request to add the below point for SOC perspective alerting from endpoints "Solution should have Deception component which helps identify the unknown attacks that conduct file traversals, network discovery, terminate processes, try to conduct credential theft, and more"	Clause stands as per RFP. The solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems.
311	61	A.75	The proposed solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to record critical endpoint data- even while devices are offline or outside the Bank's network to quickly detect infected systems.
312	61	A.76	A) Network Access Control (NAC) & Patch Management	The proposed solution should be able to eliminate zero-day attacks with continuous and real-time monitoring.	This is Firewall feature, not relevant for NAC functionality. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should be able to eliminate zero-day attacks with continuous and real-time monitoring.
313	61	A.76	The proposed solution should be able to eliminate zero-day attacks with continuous and real-time monitoring		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required. If endpoint security is required also request to add the below point for packed malwares : "Solution should have an emulator to cause threats to reveal themselves. This should not be a part of sandboxing and should run individually in each agent"	Clause stands as per RFP. The solution should be able to eliminate zero-day attacks with continuous and real-time monitoring.
314	61	A.76	The proposed solution should be able to eliminate zero-day attacks with continuous and real-time monitoring.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to eliminate zero-day attacks with continuous and real-time monitoring.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
315	61	A.77	A) Network Access Control (NAC) & Patch Management	The proposed solution should check most common areas of file system and registry for traces of spyware.	This is AV solution feature, not relevant for NAC functionality Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP. The solution should check most common areas of file system and registry for traces of spyware.
316	61	A.77	The proposed solution should check most common areas of file system and registry for traces of spyware		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should check most common areas of file system and registry for traces of spyware.
317	61	A.77	The proposed solution should check most common areas of file system and registry for traces of spyware.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should check most common areas of file system and registry for traces of spyware.
318	61	A.78	The proposed solution should allow configurable scanning and controlling of amount of CPU resources dedicated to a scan process	A) Network Access Control (NAC) & Patch Management	Configurable scanning and controlling amount of CPU resources can pause scan if the configured CPU threshold is met. This is not an ideal way of controlling CPU for scanning. It should support should support optimized scanning processes and not defining the amount of CPU resources by administrator. This is limited OEM specification and hence request it to be removed. Please find the reference: http://docs.trendmicro.com/all/ent/officescan/v10.6/en-us/osce_10.6_sp2_olh/scan_set_cm_n_cri_cpu_usage.html	Clause stands as per RFP. The solution should allow configurable scanning and controlling of amount of CPU resources dedicated to a scan process
319	61	A.78	The proposed solution should allow configurable scanning and controlling of amount of CPU resources dedicated to a scan process.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should allow configurable scanning and controlling of amount of CPU resources dedicated to a scan process
320	61	A.78 to A.99	A) Network Access Control (NAC) & Patch Management		These are all not NAC features, relevant for AV and Firewall and Malware kind of Solution. Request you to remove it from the NAC scope consider a separate solution for the same.	Clause stands as per RFP.
321	61	A.79	The proposed solution should be able to lock down all anti-virus configurations on the system		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required. If endpoint security is required, request to add the below point for optimized hardware resources and single interface for better management "Solution should have application control, HIPS, Anti Malware being installed on single server. No separate servers and agents should be required for HIPS or application control"	Clause stands as per RFP. The solution should be able to lock down all anti-virus configurations on the system.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
322	61	A.79	The proposed solution should be able to lock down all anti- virus configurations on the system.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to lock down all anti-virus configurations on the system.
323	61	A.80	The proposed solution should be able to totally protect endpoint from spyware, adware, trojans, key loggers, P2P threats, Hacker Tools, DDoS attack agents in real-time	A) Network Access Control (NAC) & Patch Management	This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should be able to totally protect endpoint from spyware, adware, trojans, key loggers, P2P threats, Hacker Tools, DDoS attack agents in real-time.
324	61	A.80	The proposed solution should be able to totally protect endpoint from spyware, adware, trojans, key loggers, P2P threats, Hacker Tools, DDoS attack agents in real-time.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to totally protect endpoint from spyware, adware, trojans, key loggers, P2P threats, Hacker Tools, DDoS attack agents in real-time.
325	61	A.81	The proposed solution should provide real time active protection		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should provide real time active protection.
326	61	A.81	The proposed solution should provide real time active protection.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should provide real time active protection.
327	61	A.82	The proposed solution should auto-quarantine spyware or adware without end- user interaction		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should auto-quarantine spyware or adware without end- user interaction.
328	61	A.83	The proposed solution should provide mechanisms to update definitions and scan on the fly without need for reboot or stopping of service on the Bank's Assets.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should provide mechanisms to update definitions and scan on the fly without need for reboot or stopping of service on the Bank's Assets.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
329	61	A.84	The Proposed solution should be able to control through policies at Endpoint such that it can block specific process, file, or network activity when not connected to Enterprise		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should be able to control through policies at Endpoint such that it can block specific process, file, or network activity when not connected to Enterprise.
330	61	A.84	The Proposed solution should be able to control through policies at Endpoint such that it can block specific process, file, or network activity when not connected to Enterprise.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to control through policies at Endpoint such that it can block specific process, file, or network activity when not connected to Enterprise.
331	61	A.85	The proposed solution should be able to discover bad connections to malicious IP domains and block network access of such connections		This is web gateway specification and not NAC or patch management. Hence request you to remove this specification	Clause stands as per RFP. The solution should be able to discover bad connections to malicious IP domains and block network access of such connections.
332	61	A.85	The proposed solution should be able to discover bad connections to malicious IP domains and block network access of such connections.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to discover bad connections to malicious IP domains and block network access of such connections.
333	61	A.86	The proposed solution should have ability to quarantine undetonated malicious executables within the environment with the ability to hunt for such malicious executables		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution and EDR solution is required as hunting malicious executables is part of EDR solution	Clause stands as per RFP. The solution should have ability to quarantine undetonated malicious executables within the environment with the ability to hunt for such malicious executables.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
334	61	A.87	The proposed endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioural patterns		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioural patterns.
335	61	A.87	The proposed endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioural patterns.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioural patterns.
336	61	A.88	The proposed solution should be able to block on certificate basis such that only trusted certificates are allowed to execute		This is a web gateway specification and not a NAC or patch management or endpoint protection specification and hence request this point to be removed	Clause stands as per RFP. The solution should be able to block on certificate basis such that only trusted certificates are allowed to execute.
337	61	A.88	The proposed solution should be able to block on certificate basis such that only trusted certificates are allowed to execute.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to block on certificate basis such that only trusted certificates are allowed to execute.
338	61	A.89	The solution should have the ability to log and be capable of audit trails		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should have the ability to log and be capable of audit trails.
339	62	A.90	The proposed solution should support report customization and allow viewing directly using a dashboard.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should support report customization and allow viewing directly using a dashboard.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
340	62	A.91	The proposed solution should support granular role based access control.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should support granular role based access control.
341	62	A.92	The proposed solution should prevent tampering of applications which are white listed either on disk or on memory when running		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should prevent tampering of applications which are white listed either on disk or on memory when running.
342	62	A.92	The proposed solution should prevent tampering of applications which are white listed either on disk or on memory when running.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should prevent tampering of applications which are white listed either on disk or on memory when running.
343	62	A.93	The solution should provide the capabilities to log administrative activities such as changes to policies, agent override activities, agent termination and agent uninstall key generation in the management console		"Agent uninstall key generation" is a limited OEM specification and hence request this point to be removed for greater OEM participation	Clause stands as per RFP. The solution should provide the capabilities to log administrative activities such as changes to policies, agent override activities, agent termination and agent uninstall key generation in the management console.
344	62	A.93	The solution should provide the capabilities to log administrative activities such as changes to policies, agent override activities, agent termination and agent uninstall key generation in the management console.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should provide the capabilities to log administrative activities such as changes to policies, agent override activities, agent termination and agent uninstall key generation in the management console.
345	62	A.95	The proposed solution should be able to retain history of attacker's actions.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to retain history of attacker's actions.
346	62	A.96	The proposed solution should be able to collect data from the sources including: User, endpoint and network events		Please elaborate this requirement as required from NAC solution	Clause stands as per RFP. The solution should be able to collect data from the sources including: User, endpoint and network events.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
347	62	A.96	The proposed solution should be able to collect data from the sources including: User, endpoint and network events.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to collect data from the sources including: User, endpoint and network events.
348	62	A.97	The proposed solution should be able to continuously monitor analyse and record attacker activity		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should be able to continuously monitor analyse and record attacker activity.
349	62	A.97	The proposed solution should be able to continuously monitor analyse and record attacker activity.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to continuously monitor analyse and record attacker activity.
350	62	A.98	The proposed solution should provide visibility to conduct analyses of the threat to inspect and analyse present and past network alerts at the Endpoint		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should provide visibility to conduct analyses of the threat to inspect and analyse present and past network alerts at the Endpoint.
351	62	A.98	The proposed solution should provide visibility to conduct analyses of the threat to inspect and analyse present and past network alerts at the Endpoint.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should provide visibility to conduct analyses of the threat to inspect and analyse present and past network alerts at the Endpoint.
352	62	A.99	The proposed solution should be able to detect advanced Malware attacks using dynamic real-time monitoring and analyses of application and process behaviour based on OS activities, including memory, disk, registry, network and more		This is an endpoint security solution and not part of NAC or patch management solution. Hence request you elaborate if endpoint security solution is required	Clause stands as per RFP. The solution should be able to detect advanced Malware attacks using dynamic real-time monitoring and analyses of application and process behaviour based on OS activities, including memory, disk, registry, network and more.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
353	62	A.99	The proposed solution should be able to detect advanced Malware attacks using dynamic real-time monitoring and analyses of application and process behaviour based on OS activities, including memory, disk, registry, network and more.		We assume that this specification is not a desired feature of NAC. Kindly clarify	Clause stands as per RFP. The solution should be able to detect advanced Malware attacks using dynamic real-time monitoring and analyses of application and process behaviour based on OS activities, including memory, disk, registry, network and more.
354		Addition	Solution should have flexibility the email automated workflow for the releasing the emails to be there without UI dependency to easy adopt for Bank in business process.	Generic	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI	No addition.
355		Addition	Analytics engine should also be there in DLP for working on the Risk based reports to act on top risky users.	Generic	Solution should provide the dynamically adjusting the risk score and provide the risk based dashboard via the incorporated analytics platform	No addition.
356		Addition	Solution should be in Gartner market leader so that top technologies that participate in competitive way.	Generic	The solution must be present in the Gartner's leader quadrant for Data Loss Prevention for the past 7yrs. The OEM should have own technical support center in India.	No addition.
357		Addition	Being the part of the SOC internal machines should also be scanned for the insider data theft and modifications.	Generic	The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior in SOC for top 1000 user . At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture.	No addition.
358		Addition	Being the part of the SOC internal machines should also be scanned for the internal data movement for critical reports.	Generic	The solution should be able to capture any text, images, or files copied to the clipboard from the internal File server.	No addition.
359		Additional Queries for sizing			How many active IPs/devices they are looking to scan?	Number of devices have been mentioned in Annexure F - Technical Bill of Material.
360		Additional Queries for sizing			Total number of locations UCO bank has where >200 IP exists?	Bank locations are available on the Bank's official website www.ucobank.com
361		Additional Queries for sizing			Are they looking add-on agent-based feature?	Requirement specified in the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
362		Additional Queries for sizing			Total critical locations to be monitored for real time network monitoring?	Requirement specified in the RFP.
363		Additional Queries for sizing			Do you follow any regulatory compliance i.e. PCI-DSS, ISO27000 etc.	Requirement specified in the RFP.
364		Additional Queries for sizing			Please specify if any Third Party integrations i.e. ticketing solutions/SIEM?	Requirement specified in the RFP.
365		Additional Queries for sizing			What kind of reports are required?	Requirement specified in the RFP.
366		Additional Queries for sizing			Do you also look into web application security?	Solution should be provided as mentioned in the RFP.
367		Additional Queries for sizing			Do you have Docker/container security for application development?	Solution should be provided as mentioned in the RFP.
368	85	Annexure B	Tender offer forwarding letter	With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for the RFP for the Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.	With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid along with the proposed deviations, we hereby enclose our offer for the RFP for the Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) and will be Providing Services mentioned in the RFP document on mutually agreed terms and conditions forming Technical as well as Commercial Bids being parts of the above referred Bid.	No change.
369	85	Annexure B	Tender offer forwarding letter	In the event of our selection by the Bank for RFP for the Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) , we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of 60 months + 3 month i.e. 63 months in favour of UCO BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier. We agree to abide by the terms and conditions of this tender and our offer shall remain valid 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.	In the event of our selection by the Bank for RFP for the Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) , we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of 60 months + 3 month i.e. 63 months in favour of UCO BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier. We agree to abide by the terms and conditions of this tender (subject to deviations proposed) and our offer shall remain valid 180 30 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 30 days.	No change.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
370	85	Annexure B	Tender offer forwarding letter	Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.	Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.	No change.
371	85	Annexure B	Tender offer forwarding letter		Bidder/SI will comply with the terms of the RFP, when read along with the Bidder's proposal. Also, the bidder/SI shall submit the performance bank guarantee within 30 days of the parties signing a mutually agreeable contract. Further, the performance guarantee shall be valid only during the contract period. Until the formal contract is executed, this tender along with the bidder's proposal shall constitute a valid contract.	No change.
372	89	Annexure C - Point 11	Eligibility Criteria Compliance	11 The bidder should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Scheduled Commercial Banks or IBA and the bidder shall give an undertaking to this effect	11 The bidder should have not been black listed by any of Government Authority in india or Public Sector Undertaking (PSUs) in india or any Scheduled Commercial Banks in india or IBA and the bidder shall give an undertaking to this effect	Clause 1.3, Point No. 11 and Annexure C, Point No. 11 shall be read as: "The bidder should have not been black listed by any of Government Authority in India or Public Sector Undertaking (PSUs) in India or any Scheduled Commercial Banks in India or Indian Bank Association (IBA) and the bidder shall give an undertaking to this effect. In case, in the past, the name of the Company was black listed by any of the said authorities, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered." Documents to be submitted: "An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted"

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
373	89	Annexure C - Point 12	The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest.	An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted	Request Bank to revise this clause to: The bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware / Software provider for UCO Bank to avoid conflict of interest	Clause 1.3 Point No. 12 and Annexure C, Point No. 12 stands as per RFP. "The Bidder should not be existing System Integrator for Network Equipment/ Data Centre Hardware for UCO Bank to avoid conflict of interest." Documents to be submitted: "An undertaking to this effect in the company's letterhead signed by authorized signatory to be submitted"
374	88	Annexure C - Point 3	The Bidder should have a minimum annual turnover of at least Rs.100 Crores in each of the last three financial years (i.e. 2015-16, 2016-17 & 2017-18).	Audited Balance Sheets for last 3 years, i.e., 2015-16, 2016-17 & 2017-18 and Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years, i.e. 2015-16, 2016-17 & 2017-18 are to be submitted.	Suggest clause to be changed to: The Bidder should have a minimum annual turnover of at least Rs.1000 Crores in 2 of the last three financial years (i.e. 2015-16, 2016-17 & 2017-18).	The Bank reserves the right to inspect the information provided by the bidder.
375	88	Annexure C - Point 5	The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	Proof of purchase order/work order/sign off documents with Installation Report showing implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder.	Request Bank to consider duly signed and stamped self-declaration by Bidder/OEM document as a documentary proof. Since Bidder might have PSUs as customers and NDAs in place with them, submitting any customer identifiable documentation is not permissible.	Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation."

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
						Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder."
376	88	Annexure C - Point 5	The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date.	Proof of purchase order/work order/sign off documents with Installation Report showing implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder.	Bidder requests bank to consider under implementation projects as references.	Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "The bidder should be providing IT security services (i.e. in the area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software DLP,VAS,NAC,IT-GRC,APT) for a minimum period of two years as on RFP date either together in one organisation or in combination of any of these solutions in more than one organisation." Document to be submitted under Clause 1.3 Point No. 5 and Annexure C, Point No. 5 shall be read as: "Proof of implementation of various security solutions stated above to be submitted indicating the company is providing such service for the past 2 years. The Bank reserves the right to inspect the information provided by the bidder."
377	88	Annexure C - Point 8	The bidder should have minimum 3 skilled staff on their payroll with certification with for the product proposed.	An undertaking in this regard on company letter head to be submitted. He should be minimum BE/ B. Tech with certification such as CCNA/CISA/ CCNP/CISM.	Request Bank to revise this clause to: Bidder should have atleast 15 skilled staff with BSc/MSc/BCA/MCA/Btech./Mtech/BE with CCNP/CISSP/CISA/CISM/CEH certifications	Clause 1.3 Point No. 8 and Annexure C, Point No. 8, stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
378	88	Annexure C, Point No. 6	The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least two Government/Public/Private organisations in India out of which one should be a BFSI/ RBI/NPCI (excluding RRBs and Co-operative Bank).	Vendor Specific	Request for amendment of the clause to become eligible to participate - "The bidder should be currently in the service of Security operation Center (SOC)/Managed services in proposed security solutions including at least two Govt./Public/Private Organizations in India out of which one should be Govt./Public/BFSI/RBI/NPCI (excluding RRBs and Co-operative Bank)".	<p>Clause 1.3 Point No. 6 and Annexure-C Point No. 6 shall be read as "The bidder should be currently in the service of providing Security Operation Centre (SOC)/Managed services in proposed Security solutions including at least one Government/Public/BFSI in India"</p> <p>Document to be submitted:</p> <p>"Proof of Client Certificate is to be submitted."</p>
379	90	Annexure E	Format of Bank Guarantee (EMD)	If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.	If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the mutually agreed Terms and Conditions of the RFP along with the proposed deviations or the terms and conditions mutually agreed subsequently.	No change.
380	93	Annexure F	2800 Managed Switches, 24 Firewall, 25000 Endpoints devices		Please mention the technical all details / Specifications of the switches, firewall & Desktop to understand the NAC compatibility. NAC implementation is dependent on these informations. This is very important information required.	The proposed solution should be an automated security control platform that can monitor and control everything on the network—all devices, all operating systems, all users.
381	93	Annexure F	Technical Bill of Material	NA	Please share the sizing details for Anti-Advanced Persistent Threat (APT)	Requirement specified in the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
382	111	Annexure I	DECLARATION-CUM-UNDERTAKING	In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc. We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.	In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc <u>applicable to the Bidder in its capacity as an IT service provider in the performance under this RFP.</u> We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any <u>third party</u> claim, demand, losses, <u>direct</u> liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force. <u>The bidder will be allowed sole control of the defence of such third party claims.</u>	Clause stands as per the RFP.
383	111	Annexure I	Declaration cum undertaking		We request for the deletion of this annexures as the parties have a legal right, irrespective, under the contract.	Clause stands as per the RFP.
384	112	Annexure J	MANUFACTURERS' AUTHORIZATION FORM (MAF)	We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty period if the above bidder authorized by us fails to perform in terms of the RFP.	We hereby extend our full guarantee and warranty as per terms and conditions of the Bid along with proposed deviations and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty period if the above bidder authorized by us fails to perform in terms of the RFP.	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
385	113	Annexure K	PROFORMA FOR PERFORMANCE GUARANTEE	<p>We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.</p> <p>We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement.</p> <p>We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that itshall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.</p>	<p>We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the material terms or conditions contained in the said signed Agreement on mutual grounds.</p> <p>We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the material terms or conditions contained in the said Agreement or by reason of the VENDOR'S material failure to perform the said Agreement.</p> <p>We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that itshall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the material terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.</p>	Clause stands as per the RFP.
386	117	Annexure L	PRE-CONTRACT INTEGRITY PACT	The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.	The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.	Clause stands as per the RFP.
387	145	Annexure L	Pre-contract integrity pact		We request for the deletion of section 5.4.	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
388	146	Annexure L	Pre-contract integrity pact		Under section 6, we provide our confirmation that there has been no previous transgression by the bidder against any government entity in India, in the preceding three (3) years. Further, incase the bidder makes an intentional incorrect and fraudulent statement, then the penalty shall be limited to the removal of the bidder from the current RFP process. Also, under section 8, the penalty shall be limited to the removal of the bidder from the current RFP process.	Clause stands as per the RFP.
389	147	Annexure L	Pre-contract integrity pact		We request for the deletion of section 9 and 10.	Clause stands as per the RFP.
390	148	Annexure L	Pre-contract integrity pact (section 12)		The Courts of New Delhi shall have an exclusive jurisdiction.	Clause stands as per the RFP.
391	149	Annexure L	Pre-contract integrity pact (15.2)		We request for the deletion of this section.	Clause stands as per the RFP.
392	122	Annexure M	Undertaking Letter to the Bank on the vendor's letterhead	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank along with the proposed deviations . The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Clause stands as per the RFP.
393	151	Annexure M	Undertaking letter		Bidder/SI will comply with the terms of the RFP, when read along with the Bidder's proposal. Until the formal contract is executed, this tender along with the bidder's proposal shall constitute a valid contract.	Clause stands as per the RFP.
394	126	Annexure Q	NON-DISCLOSURE AGREEMENT	3. Restrictions: Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of Five(5) 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), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:	3. Restrictions: Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of 3 years Five(5) -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), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
395	126	Annexure Q	NON-DISCLOSURE AGREEMENT	This Agreement may be terminated by either Party giving ninety (90) 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 five (5) 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	This Agreement may be terminated by either Party giving ninety (90) 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 five (5) 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	Clause stands as per the RFP.
396	129	Annexure Q	NON-DISCLOSURE AGREEMENT	9. Arbitration and Equitable Relief The arbitration shall be held in Kolkata. (d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.	9. Arbitration and Equitable Relief The arbitration shall be held in Kolkata New Delhi . (d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.	Clause stands as per the RFP.
397	130	Annexure Q	NON-DISCLOSURE AGREEMENT	10. Term: This Agreement may be terminated by either Party giving ninety (90) 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 five (5) 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).	10. Term: This Agreement may be terminated by either Party giving ninety (90) 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 five (5) 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).	Clause stands as per the RFP.
398	130	Annexure Q	NON-DISCLOSURE AGREEMENT	12. General Provisions (f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.	12. General Provisions (f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of New Delhi Kolkata only. <u>Add: to the extent the Bidder shares any confidential information with the Bank, the provision of this RFP shall apply mutatis mutandis to the Bank.</u>	Clause stands as per the RFP.
399	131	Annexure Q	NON-DISCLOSURE AGREEMENT	The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.	The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions along with the proposed deviations.	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
400	154	Annexure Q	Non-disclosure agreement		Please note the following: a) An information shall only be considered as confidential, if it is marked or identified with a restrictive legend at the time of disclosure. b) Any notes, extracts created from the Confidential Information will not solely belong to the Disclosing Party. c) Confidential Information shall be protected for a period of three (3) years from the date of initial disclosure of Confidential Information. d) Incase of any dispute arising under the NDA, the parties shall refer to the Courts of New Delhi. e) The requirement of indemnity shall be inapplicable.	No change.
401	132	Annexure R	Compliance Statement participating in Reverse Auction	. We here by undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including all annexures and the Procedure for Reverse Auction.	. We here by undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including all annexures and the Procedure for Reverse Auction along with the proposed deviations.	Clause stands as per the RFP.
402	132	Annexure R	Compliance Statement participating in Reverse Auction	We, here by confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD and shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.	We, here by confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD and shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.	Clause stands as per the RFP.
403	135	Annexure T	DEED OF INDEMNITY	D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK. E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK. 2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.	D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK. E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK. 2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any Third party claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of willful misconduct, gross omission and gross negligence by the Obligor.	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
404	135	Annexure T	DEED OF INDEMNITY	<p>NOW THIS DEED WITNESSETH AS UNDER:- In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.</p> <p>(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.</p> <p>(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.</p>	<p>NOW THIS DEED WITNESSETH AS UNDER:- In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any <u>third party</u> claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by third parties <u>whomsoever</u> made in respect of the said contract and any <u>direct</u> damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by third parties <u>whomsoever</u> and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any <u>third party</u> claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or <u>through gross negligence</u> otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.</p> <p>(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay, <u>upon payment of applicable fee</u></p> <p>(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.</p>	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
405	136	Annexure T	DEED OF INDEMNITY	<p>(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).</p> <p>(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.</p>	<p>(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).</p> <p>(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at New Delhi Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.</p>	Clause stands as per the RFP.
406	135	Annexure T	The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any actual and claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever, made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever third party and all, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.	Indemnity Bond	Request you to change the clause as "The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any actual and proven claim, demand, losses, liabilities or expenses of any direct nature and kind by third party, made in respect of the breach of representation and warranties of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever third party and all actual and proven losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any direct claim made by any claimant for Gross Negligence or wilful misconduct or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period."	No change.
407	163	Annexure T	Deed of indemnity		We request for the deletion as the indemnity shall be as per the mutually agreed contract.	Clause stands as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
408	65	B.10	The proposed solution should be able to perform following searches: a. e-mail sent from or to any email address b. traffic sent across protocols or ports c. Documents leaving the network based on document type	B) Data Loss Protection (DLP)	"e-mail sent from or to any email address" can be done at the email gateway. DLP can search any sensitive data from which email to which email has been transferred. Request you if this is expected out of this point. Also please elaborate the email security solution in use currently which will be used for email DLP integration. Also need to know the count of users required for email DLP as in the BoM only endpoint DLP is asked	Clause stands as per RFP . The solution should be able to perform following searches: a. e-mail sent from or to any email address b. traffic sent across protocols or ports c. Documents leaving the network based on document type
409	65	B.11	The proposed solution should support : a. Scanning file formats such as (Word, excel, ppt, xls) b. Non textual pds, xps c. data in archival tools (.zip/rar/.7z/.tar). Alert presence of encrypted archived files d. analyse encrypted data over web proxies e. analyse data sent over email (Organizational/non-organizational such as Gmail etc), mobile Devices.	B) Data Loss Protection (DLP)	"d. analyse encrypted data over web proxies " - Web proxy in use by UCO bank has to forward the decrypted traffic to web DLP for analysis. Web DLP cannot decrypt encrypted traffic. This has to be done by existing web proxy in use by UCO Bank. Hence request this point to be removed	Clause stands as per RFP. The solution should support : a. Scanning file formats such as (Word, excel, ppt, xls) b. Non textual pds, xps c. data in archival tools (.zip/rar/.7z/.tar). Alert presence of encrypted archived files d. analyse encrypted data over web proxies e. analyse data sent over email (Organizational/non-organizational such as Gmail etc), mobile Devices.
410	66	B.13	The proposed solution should be able to prevent content getting posted or uploaded to specific geo-location		Geo location is determined by proxy and has to be controlled via proxy for upload to specific geolocation. DLP can only block sensitive content being posted. Proxy policies on UCO bank's existing proxy has to determine the geolocation. This is also a limited OEM specification for DLP along with proxy as per the reference: https://www.websense.com/content/support/library/data/v80/help/geo_reports.aspx Hence request this point to be removed.	Clause stands as per RFP. The solution should be able to prevent content getting posted or uploaded to specific geo-location
411	66	B.13	The proposed solution should be able to prevent content getting posted or uploaded to specific geo-location		For dlp, data protection should be based on content of the data and not on location where the data is being uploaded. Please remove the point	Clause stands as per RFP. The solution should be able to prevent content getting posted or uploaded to specific geo-location
412	66	B.14	The provided solution should monitor and control sensitive emails downloaded to mobile devices.		This is a feature of MDM solution . Please remove	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
413	66	B.14	The provided solution should monitor and control sensitive emails downloaded to mobile devices		Downloading of sensitive emails to mobile devices has to be controlled by MDM. DLP can block sensitive corporate emails going out from mobiles and endpoints via the email DLP. Hence request this point to be removed from DLP	The solutions should provide as per the RFP.
414	66	B.15	The proposed solution should be able to monitor data copied to network file shares and should enforce structured and unstructured fingerprint policies even when disconnected from corporate network		If fingerprint policies has to work when disconnected from corporate network, the fingerprinted data which would be quite huge has to reside on endpoint and hence it will slow down the endpoint to a very large extent. It is not at all advisable to keep the fingerprint policies on endpoint as it increases the load on endpoint machines and degrades the performance largely. Hence request this point "even when disconnected from corporate network" to be removed	No change.
415	66	B.18	The proposed solution should have a mechanism to highlight any deviation from bank policies for storage of sensitive information.	Solution should have mechanism to highlight the deviation and then should have flexibility to remediate the same such as copy and move of critical files.	The proposed solution should have a mechanism to highlight and remediate any deviation from bank policies for storage of sensitive information and move and copy to safe location.	No change.
416	66	B.21	The proposed solution should have the capability to encrypt the sensitive content when copied.	Data protection comes into picture when data is copied to removable media and hence should encrypt when copied to the mass storage device.	The proposed solution should have the capability to encrypt the sensitive content when copied to mass storage device.	Clause stands as per RFP.
417	66	B.21	The proposed solution should have the capability to encrypt the sensitive content when copied.		Data protection comes into picture when data is copied to removable media and hence should encrypt when copied to the mass storage device. So requesting to modify as (The proposed solution should have the capability to encrypt the sensitive content when copied to mass storage device)	Clause stands as per RFP.
418	67	B.31	The proposed solution should allow encryption of complete hard drive sector by sector.	This is the part of the Hard disk encryption not DLP - So either this is to be removed as it is not content based.	The proposed solution should have the capability to encrypt the sensitive content when copied to mass storage device.	B.31 shall be read as : "The proposed solution should allow encryption of complete hard drive as per the requirement and the policy".
419	66	B.31	The proposed solution should allow encryption of complete hard drive sector by sector.		This is the part of the Hard disk encryption not DLP - So either this is to be removed as it is not content based. So requesting to modify as (The proposed solution should have the capability to encrypt the sensitive content when copied to mass storage device.)	B.31 shall be read as : "The proposed solution should allow encryption of complete hard drive as per the requirement and the policy".
420	67	B.31	The proposed solution should allow encryption of complete hard drive sector by sector.	Data Loss Protection (DLP)	Hard drive Encryption is a separate solution not part of DLP. It is specific to an OEM. Please delete this clause.	B.31 shall be read as : "The proposed solution should allow encryption of complete hard drive as per the requirement and the policy".

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
421	67	B.33	The proposed solution should enforce policies to detect low and slow data leaks	B) Data Loss Protection (DLP)	This detection technology is not effective. This presents the below challenge: Slow detection over time. Time limit can be configured. Can be 5 minutes to a week to understand pattern of incident matches and then generate a cumulative incident and response. Do not detect singular incidents, detect on cumulative matches based on threshold (can be configured) and time limit (can be configured). For example Threshold set to 3. Time limit set to 30 minutes. Policy—Credit Card number detection. One credit card number is uploaded to a website. DLP will consider it to be a genuine transaction and no responses applied. After 10 minutes, the card number is used again for upload (maybe to the same or different website). No detection response applied. After 10 minutes (which is within 30 minutes time limit) credit card number is uploaded again. This time the response rule gets applied and incidents reported for cumulative matches. The administrator also gets a notification for the violation and the action taken by DLP. By this time the data is already leaked. Ideally DLP should detect based on match count threshold. It should not do slow detection based on configured time limit. This is also a limited OEM specification as per the reference: https://www.forcepoint.com/sites/default/files/resources/files/brochure_forcepoint_dlp_en.pdf Hence request to remove this point	B.33 stands deleted from the RFP.
422	68	B.42	The endpoint agent should be compatible with : Windows OS (32/64 bit) MAC OS Linux		Please remove Linux from the list of compatible endpoint as most vendor do not support dlp agent on linux	B.42 shall be read as: "The endpoint agent should be compatible with : Windows OS (32/64 bit) MAC OS"
423	68	B.42	The endpoint agent should be compatible with : Windows OS (32/64 bit) MAC OS Linux		Linux agent for endpoint DLP is a limited OEM specification and only RHEL 5.x is supported. Not centrally managed and is only a stand alone DLP agent. No channels of DLP is supported except removable media basic functionality. Please refer the below link: http://www.websense.com/content/support/library/endpoint/v82/installation.pdf Hence request this point to be removed	B.42 shall be read as: "The endpoint agent should be compatible with : Windows OS (32/64 bit) MAC OS"
424	68	B.46	The proposed solution should be able to alert and notify sender, sender's manager and the policy owner whenever there is a policy violation, different notification templates for different audience should be provided	B) Data Loss Protection (DLP)	Different notification templates for different audience will have complications in the notification for policy violation and will not be useful. This is also limited to one OEM feature. Hence request this point to be removed for greater OEM participation	B.46 shall be read as : "The proposed solution should be able to alert and notify sender and the policy owner whenever there is a policy violation".

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
425	68	B.49	The proposed solution should trigger only one incident per event, even if the event violates multiple policies	B) Data Loss Protection (DLP)	If the event violates multiple policies and one incident is generated, then policy based incident can never be generated and will lead to proper incident identification. If policy based violations are to be searched, it will give rise to a lot of false positives. Ideally it should use the approach of Match count/Severity combination for incident generation, which gives complete visibility to the incident response team to analyze the incidents accordingly and take a corrective action as well as policy fine tuning. If multiple policy violation lead to single incident the policies can never be fine tuned as well. Hence request this point to be removed	B.49 shall be read as: "The proposed solution should trigger incidents based on policy violations."
426	65	B.7	The proposed solution should provide SSL decryption and destination awareness capability on the gateway to identify any sensitive content uploading to online web properties, even when it is tunnel over SSL.	SSL decryption and destination awareness should be part of the complete DLP solution over the Network and Endpoint channel.	The proposed solution should provide SSL decryption and destination awareness capability on the gateway and Endpoint to identify any sensitive content uploading to online web properties, even when it is tunnel over SSL.	B.7 stands deleted from the RFP.
427	65	B.7	The proposed solution should provide SSL decryption and destination awareness capability on the gateway to identify any sensitive content uploading to online web properties, even when it is tunnel over SSL	B) Data Loss Protection (DLP)	SSL decryption and destination awareness is done by proxy and DLP integrates with it. Proxy has to forward the decrypted and destination aware traffic to DLP and DLP policies will block it. Hence request this point to be removed from DLP as this decryption has to be done at proxy. Also please clarify the number of users for web DLP as in the BoM only endpoint DLP is being asked	B.7 stands deleted from the RFP.
428	70	C	Generic		Request you to please confirm on- How many active IPs/devices need to scan? Total number of locations UCO bank has where >200 IP exists? Are you looking add-on agent-based feature? Total critical locations to be monitored for real time network monitoring? Do you follow any regulatory compliance i.e. PCI-DSS, ISO27000 etc. What kind of reports are required? Do you also look into web application security? Do you have Docker/container security for application development?	Requirement specified in the RFP.
429		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		How many active IPs/devices they are looking to scan?	Requirement specified in the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
430		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Total number of locations UCO bank has where >200 IP exists?	Requirement specified in the RFP.
431		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Are they looking add-on agent-based feature?	Requirement specified in the RFP.
432		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Total critical locations to be monitored for real time network monitoring?	Requirement specified in the RFP.
433		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Do you follow any regulatory compliance i.e. PCI-DSS, ISO27000 etc.	Requirement specified in the RFP.
434		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Please specify if any Third Party integrations i.e. ticketing solutions/SIEM?	Requirement specified in the RFP.
435		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		What kind of reports are required?	Requirement specified in the RFP.
436		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Do you also look into web application security?	Requirement specified in the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
437		C) Vulnerability Assessment Solution (VAS)	Additional Queries for sizing		Do you have Docker/container security for application development?	Requirement specified in the RFP.
438	70	C.27	The proposed solution should be able to integrate with other security solutions (i.e. Security Information/ Event Management, Patch Management, IDS, IPS, etc.)		Please provide details of the 3rd party solutions to be integrated (Firewall, Anti-APT, NAC, AV, EDR, IDS,IPS,SIEM, Proxy, WAF, LLB, SLB, etc). And also share the level of integration and use cases for that integration.	C.27 shall be read as: "The proposed solution should be capable to integrate all type of devices, all type of operating systems and all type of security tools."
439	70	C.27	The proposed solution should be able to integrate with other security solutions (i.e. Security Information/Event Management, Patch Management, IDS, IPS, etc.)	Generic	Requesting bank to provide make and type of all solution that bank wants to integrate with the vulnerability management solution? (Firewall, Anti-APT, NAC, AV, EDR, IDS,IPS,SIEM, Proxy, WAF, LLB, SLB, etc). And also share the level of integration and use cases for that integration.	C.27 shall be read as: "The proposed solution should be capable to integrate all type of devices, all type of operating systems and all type of security tools."
440	71	C.39	Infiltration of malicious hackers and other communities	Infiltration of malicious hackers and other communities	Please elaborate this requirement in details?	The solutions should provide as per the RFP.
441	71	C.39	Infiltration of malicious hackers and other communities		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.	The solutions should provide as per the RFP.
442	71	C.39	Infiltration of malicious hackers and other communities	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
443	71	C.40	Monitoring of network activities and discern risks to the Bank environment	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
444	71	C.41	Customized Advisories as per requirements of the IT assets/Application in the Bank on relevant threats and vulnerabilities.		This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add for an experienced threat intelligence vendor which is very much important for bank from efficacy of threat intelligence perspective "Threat Intelligence feed OEM should have experience of at least 10 years of providing such proposed threat intelligence. Confirmation required on OEM letterhead"	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
445	71	C.41	Customized Advisories as per requirements of the IT assets/Application in the Bank on relevant threats and vulnerabilities.		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.	The solutions should provide as per the RFP.
446	71	C.42	Benchmark Bank's environment against evolving threats and vulnerabilities.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below specification for detailed granular attributes of threat data feeds for better visibility in financial sector which will help bank and SOC provider to respond faster in case of any breach or protect from breaches: "Vendor must provide following attributes as part of data-feeds based on the availability: IP, Domain, URL, URL Count, Hostility, Reputation, Confidence, Behavior, Consecutive Days, Listing over a 90 day window, Geo-location Attributes, Industry Attributes, Ownership Attributes, Registration Attributes, Attack Behavior Details, Malware Behavior Details, Phishing Behavior Details, Fraud Behavior Details, Bot Behavior Details, CnC Behavior Details, Spam Behavior Details"	The solutions should provide as per the RFP.
447	71	C.43	The intelligence content should be able to look at the goals of the threat actor, variants of the threat, current activities implicating the threat, the outcomes for Bank if the threat is successful as well as provide defense against the threat.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
448	71	C.43	The intelligence content should be able to look at the goals of the threat actor, variants of the threat, current activities implicating the threat, the outcomes for Bank if the threat is successful as well as provide defense against the threat.		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification. As vulnerability management solution is a vulnerability detection technology, so how it can provide prevention against the threats. Though the VAS can provide the relevant information against the vulnerabilities and its related malware kits and exploit kits available in the wild/internet.	The solutions should provide as per the RFP.
449	71	C.44	Track mitigation against identified risk exposure.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
450	71	C.45	Assists the Bank to ensure such threats and vulnerabilities are mitigated in the Bank's systems and Provide from the short term plans to the very long term strategies.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
451	71	C.46	Assist the Bank in taking relevant decisions Assessment of inherent and residual risk, preferably expressed as impact on business processes, rather than the underlying technology	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
452	71	C.47	The intelligence content should focus more on technical attacks against infrastructure	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below point "The threat intelligence feeds should be provided by OEM and feed collection from operating in at least 50 countries"	The solutions should provide as per the RFP.
453	71	C.48	Solution should deliver a comprehensive range of timely adversary and technical cyber threat intelligence through a customizable portal as well as data feeds for automated consumption by the security infrastructure	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below specification for different OEM threat intelligence to have multiple threat intelligences apart from your FW, IPS, SIEM and for cyber defence and data exchange with existing devices etc: "The asked Threat Intelligence feed has to be unique. This has to be from a different OEM and not the same as of SIEM, FW, IPS OEM. Threat intelligence should integrate with the SIEM, FW & IPS. The threat intelligence should be preferably from the OEM providing the security components such as Analytics etc. in-order to provide an integrated cyber defense and data exchange between devices"	The solutions should provide as per the RFP.
454	71	C.48	Solution should deliver a comprehensive range of timely adversary and technical cyber threat intelligence through a customizable portal as well as data feeds for automated consumption by the security infrastructure.		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.	The solutions should provide as per the RFP.
455	71	C.49	The solution should provide Cyber Threat Intelligence both adversary and technical intelligence that is: Relevant: enables intelligence to become a strategic advantage by knowing who, how, and why you are being targeted Context-rich: enables informed countermeasures for current and future threats to be put in place . Timely: helps prioritize resources by providing insight into current and emerging threats and vulnerabilities		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
456	71	C.49	The solution should provide Cyber Threat Intelligence both adversary and technical intelligence that is: --Relevant: enables intelligence to become a strategic advantage by knowing who, how, and why you are being targeted --Context-rich: enables informed countermeasures for current and future threats to be put in place --Timely: helps prioritize resources by providing insight into current and emerging threats and vulnerabilities --Accurate: drives efficient operations and reduces the time and effort for SOC and response teams to investigate incidents	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
457	72	C.50	The solution should provide Intelligence portal as threat intelligence service to allow the Bank to view security information such as vulnerability data, malware, cyber threats and adversary information.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below point for better and updated threat intelligence which will help UCO bank to maintain updated threat feeds: "Vendor must refresh the data-feed thrice a day automatically"	The solutions should provide as per the RFP.
458	72	C.51	The Intelligence Datafeeds shall provide Bank access to one or more datafeeds containing various security data.	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
459	72	C.51	The Intelligence Datafeeds shall provide Bank access to one or more datafeeds containing various security data.	The Intelligence Datafeeds shall provide Bank access to one or more datafeeds containing various security data.	Please elaborate this requirement in details?	The solutions should provide as per the RFP.
460	72	C.52	The solution portal should provide the Global Cyber Threat Intelligence for a complete range of adversary and technical intelligence. It incorporates supporting research tools, vulnerabilities, malware, security risks, indications of compromise, tactics, techniques, and procedures, and adversary profiles to provide a complete view of relevant threats and exposures	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below point for efficient threat intelligence feeds considering financial sector importance: "Threat intelligence OEM should be leader in latest Magic Quadrant for Managed Security service, worldwide published by Gartner"	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
461	72	C.53	<p>The solution should provide global Cyber Threat Datafeeds include the following: · Security Risk datafeed to provide visibility into malicious code, adware/spyware, and other security risks. Combining prevalence, risk, and urgency ratings with disinfection techniques and mitigation strategies ensures that you can protect against both known and emerging threats in an accurate and timely manner. ·Vulnerability datafeed to provide you with up-todate information necessary to analyze vulnerabilities in IT infrastructure, while enabling to track and remediate them. Comprehensive tracking of vulnerabilities enables the accurate assessment of the current state of IT infrastructure for risk management and compliance purposes. Reputation datafeeds to provide actionable intelligence on IP addresses and Domains/URLs exhibiting malicious activity such as malware distribution and botnet command and control server communication. The reputation datafeeds should be derived from observed activity on the Internet and a reputation score along with additional contextual attributes should be provided for each of the IP address and Domains/URLs.</p>		<p>As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.</p> <p>As vulnerability management solution is a vulnerability detection technology with no access to traffic logs, so how it can provide prevention against the threats such as malware distribution and botnet command and control server communication. This is the part of the Anti-APT/NGFW solutions.</p>	The solutions should provide as per the RFP.
462	72	C.53	<p>The solution portal should provide the Global Cyber Threat Intelligence with following:-</p> <p>Complete threat picture: End-to-end picture of threats from attack surface vulnerabilities to malware and actors behind the attacks.</p> <p>Adversary intelligence: Intelligence on adversaries targeting banking industry, along with their tactics, techniques and procedures, so one can proactively plan counter-measures to reduce risk to your business while educating each level of organization on the risk posed by these adversaries.</p> <p>Risk mitigation: Provides the broadest range of information to prioritize remediation of vulnerability and security risk exposures across various technologies – various vendor products and applications.</p>	C) Vulnerability Assessment Solution (VAS)	<p>This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below point "The threat intelligence eed provider should have experience in operating global SOC's at least 5 self owned and minimum 1 in India"</p>	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
463	72	C.54	<p>The solution portal should provide the Global Cyber Threat Intelligence portal and should have the following capabilities:</p> <p>Managed Service Portal:</p> <p>Access should be limited to authorized personnel.</p> <p>Administrators: - authorized personnel.</p> <p>Alert creation: - Portal should be able to configure alerts to the authorized personnel on new / updated vulnerabilities, malware and security risks.</p> <p>Email delivery: - Portal should be able to configure email notifications to the authorized personnel</p>	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
464	73	C.55	<p>The solution should provide global Cyber Threat Datafeeds include the following:</p> <p>Security Risk datafeed to provide visibility into malicious code, malware/spyware, and other security risks. Combining prevalence, risk, and urgency ratings with disinfection techniques and mitigation strategies ensures that you can protect against both known and emerging threats in an accurate and timely manner.</p> <p>Vulnerability datafeed to provide you with up-to-date information necessary to analyze vulnerabilities in IT infrastructure, while enabling to track and remediate them. Comprehensive tracking of vulnerabilities enables the accurate assessment of the current state of IT infrastructure for risk management and compliance purposes.</p> <p>Reputation datafeeds to provide actionable intelligence on IP addresses and Domains/URLs exhibiting malicious activity such as malware distribution and botnet command and control server communication. The reputation datafeeds should be derived from observed activity on the Internet and a reputation score along with additional contextual attributes should be provided for each of the IP address and Domains/URLs</p>	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring. Also request to add the below point for better experience OEM player in threat feeds for an esteemed organization like UCO Bank: "Vendor Threat Intelligence should have intelligence build using monitoring of more than 4 billion emails per day and more than 1 billion web requests a day"	The solutions should provide as per the RFP.
465	73	C.56	The solution should provide the Global Cyber Threat Reputation datafeeds and it should be available in multiple formats (CSV, XML, CEF).	Generic	As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification.	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
466	73	C.56	The solution should provide the Global Cyber Threat Reputation datafeeds and it should be available in multiple formats (CSV, XML, CEF).	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solutions should provide as per the RFP.
467	73	C.57	The solution should have the capability and to provide firewall rules incorporated in Bank's Network.		Is this a requirement, that solution should log into firewall and read & analyse the firewall rule? And as the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification. Does bank intend to use a separate tool to take vulnerability feed from VAS and input those feeds to Firewalls rule making process/solution?	The solution should have the capability and to provide firewall rules incorporated in Bank's Network.
468	73	C.57	The solution should have the capability and to provide firewall rules incorporated in Bank's Network.		As the ask is for vulnerability management tool, requesting bank to provide detailed clarification on the asked specification. Does bank intend to use a separate tool to take vulnerability feed from VAS and input those feeds to Firewalls rule making process/solution?	The solution should have the capability and to provide firewall rules incorporated in Bank's Network.
469	73	C.57	The solution should have the capability and to provide firewall rules incorporated in Bank's Network	C) Vulnerability Assessment Solution (VAS)	This specification is not of vulnerability Assessment Solution and is SOC threat feeds section. Hence request this specification to be removed from Vulnerability Assessment Solution and put it to a different section for threat feeds or threat intelligence and SOC monitoring	The solution should have the capability and to provide firewall rules incorporated in Bank's Network.
470	36	Clause 4.18, point No 3,4	In case of cancellation of order, any payment made by the Bank to the selected bidder would necessarily have to be returned to the Bank, further the selected bidder 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.	Risk Purchase Clause	Request you to remove this clause.	No change.
471	41	Clause 4.27, sub clause 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 responsibility of the selected bidder	Risk Purchase Clause	Request you to remove this clause.	No change.
472	74	D	D) IT Governance, Risk & Compliance Solution (IT-GRC)	D) IT Governance, Risk & Compliance Solution (IT-GRC)	Request you to elaborate whether you require IT GRC or Enterprise GRC as looking at the specifications it seems you are looking for a platform with customization done by bidder and OEM and not one product will be a fit for a platform based approach. Please clarify on this.	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
473	74	D.2	Proposed solution should include the following attributes: -Information Security Risk Management -Business Continuity -Audit Management -Third Party Risk Management -Regulatory and Compliance Management	D) IT Governance, Risk & Compliance Solution (IT-GRC)	Request you to elaborate whether you require IT GRC or Enterprise GRC as looking at the specifications it seems you are looking for a platform with customization done by bidder and OEM and not one product will be a fit for a platform based approach. Please clarify on this.	The solutions should provide as per the RFP.
474	75	D.25	Ability to integrate with vulnerability management tool, application security tool (SAST and DAST) and other security solutions. The bidder should develop custom integration APIs according to Bank's needs, which will be communicated from time to time	D) IT Governance, Risk & Compliance Solution (IT-GRC)	Request you to add this to existing clause "Looking at the huge amount of data, the proposed GRC platform should also have the capability to use external data through reporting without even importing the actual data into the GRC tool database." Reason :- From future scalability aspect as data size grows, in order to best utilize and optimize the performance of GRC tool it is best to have only relevant rolled up data into the GRC database	The solutions should provide as per the RFP.
475	76	D.25 & D.37	Ability to integrate with vulnerability management tool, application security tool (SAST and DAST) and other security solutions. The bidder should develop custom integration APIs according to Bank's needs, which will be communicated from time to time Integrate with existing SIEM solutions with no customization or code changes involved in integration of such platforms	D) IT Governance, Risk & Compliance Solution (IT-GRC)	Request you to add this to existing clause " Looking at the huge amount of data, the proposed GRC system should also have the capability to use external data through reporting without even importing the actual data into the GRC tool database." Reason :- From future scalability aspect as data size grows, in order to best utilize and optimize the performance of GRC tool it is best to have only relevant rolled up data into the GRC database.	The solutions should provide as per the RFP.
476	76	D.25 & D.37	Ability to integrate with vulnerability management tool, application security tool (SAST and DAST) and other security solutions. The bidder should develop custom integration APIs according to Bank's needs, which will be communicated from time to time Integrate with existing SIEM solutions with no customization or code changes involved in integration of such platforms	Generic	For the ease of operations in solution for Vulnerability and Incident management solution, platform should offer the functionality of scheduled bulk create and scheduled bulk updates to create related references.	The solutions should provide as per the RFP.
477	76	D.25 & D.38	Ability to integrate with vulnerability management tool, application security tool (SAST and DAST) and other security solutions. The bidder should develop custom integration APIs according to Bank's needs, which will be communicated from time to time Integrate with existing SIEM solutions with no customization or code changes involved in integration of such platforms		For the ease of operations in solution for Vulnerability and Incident management solution, platform should offer the functionality of scheduled bulk create and scheduled bulk updates to create related references.	The solutions should provide as per the RFP.
478	76	D.37	Integrate with existing SIEM solutions with no customization or code changes involved in integration of such platforms	D) IT Governance, Risk & Compliance Solution (IT-GRC)	Request you to add this to existing clause "platform should also offer the functionality of scheduled bulk create and scheduled bulk updates to create related references." Reason: For the ease of operations and efficiency in solution for Vulnerability and Incident management solution.	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
479	79	D.86	The solution should enable Internal Audit to use a consistent, risk-based audit approach to drive greater efficiency in the execution of the audit plan.		Bank is Looking for Internal Audit Management Tools as wells?	The solutions should provide as per the RFP.
480	82	E.1	The solution should be able to inspect and block all network sessions regardless of protocols for suspicious activities or files at various entry/exit sources to the Bank's network.	Anti-Advanced Persistent Threat (APT)	Since the RFP asks for blocking the network sessions, kindly clarify whether the solution needs to be configured inline or provide any such additional device or connect to any existing device for blocking the network sessions at the entry/exit sources to the Bank's network.	Clause E.1 stands as per RFP. The solution should support both inline and out of the band mode.
481	82	E.1	The solution should be able to inspect and block all network sessions regardless of protocols for suspicious activities or files at various entry/exit sources to the Bank's network.		Need more clarification about entry & exit points....an endpoint can be treated as entry & exit points of any network too. Need clarification.	Clause E.1 stands as per RFP. The solution should support both inline and out of the band mode.
482	83	E.11	The solution should be able to conduct forensic analysis on historical data.	Anti-Advanced Persistent Threat (APT)	Bank is not maximizing its investment on Anti-APT solution. In a case of forensic requirment relying on historical data only (as per current clause in the RFP) limits the scope . For comprehensive forensic it is crucial to triage relevent file/s from affected endpoint/s. Getting the laptop physically or enitre data on harddisk delays the process. Secondly, if the adversary becomes aware, then they might delete/encrypt the endpoint resulting in incomplete forensic.	Clause E.11 stands as per RFP. And also read the clause E.24.
483	83	E.15	Solution should be able to monitor encrypted traffic		Should we use decrypter separately? Is the existing firewall checking encrypted traffic like HTTPS, FTPS etc? can we use the same? Need clarification.	The solutions should provide as per the RFP.
484	83	E.15	Solution should be able to monitor encrypted traffic	Anti-Advanced Persistent Threat (APT)	Without decryption, visiblity of packet is limited to header of the traffic and not on then actual payload. Is bank wants to work in a situation where more that 90% traffic is encrypted.	The solutions should provide as per the RFP.
485	83	E.16	The management console should be able to provide information about the health of the appliance such as CPU usage, traffic flow etc.	Anti-Advanced Persistent Threat (APT)	Kindly clarify whether the management, logging and reporting of the APT solution needs to be provided in separate appliance based or open server software based platform.	The solutions should provide as per the RFP.
486	83	E.17	Sandboxing capabilities of following Operating Systems (32 and 64 bit) : Win7, Win8.x, Win10.x, Server 2008 R2, 2012 R2 and static analysis for Linux platform by the solution is preferable.	Anti-Advanced Persistent Threat (APT)	Does bank wants MAC OS to be excluded and not preferable. And doesn't have a policy of not using MAC OS	The solutions should provide as per the RFP.
487	83	E.17	Sandboxing capabilities of following Operating Systems (32 and 64 bit) : Win7, Win8.x, Win10.x, Server 2008 R2, 2012 R2 and static analysis for Linux platform by the solution is preferable.	Generic	For linux platform you need to rely on signature database. Microsoft has plans to discontinue the Win 7 support. Do you still need the Win 7 support in sandboxing?	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
488	82	E.2	The solution should be able to protect against Advanced Malware, zero-day web exploits and targeted threats without relying on signature database.	Generic	Targeted attacks mainly happen through mails...Please provide added clarity & details around the same.	The solutions should provide as per the RFP.
489	83	E.20	The solution should be able to capture packets for deep dive analysis	E) Anti-Advanced Persistent Threat (APT)	Capturing basic packets will only provide a metadata-based view of activity on the network where as full packet capture continuously records a complete record of all network activity, including the actual data (packet payload) that is transferred across the network. Full packet capture provides a network defender an after-the-fact investigative capability that other security tools cannot provide. Uses include capturing malware samples, network exploits and determining if data exfiltration has occurred. Full packet capture enables a security analyst to review all of the system's communications which packet capture cannot detect. Full packet capture allows for retrospection: replaying old traffic through new detection signatures. Full packet captures are a valuable troubleshooting tool for operations and security teams alike specially in a bank environment. Hence request this point to be modified as "The solution should be able to perform Full Packet Capture of network traffic with zero packet loss Should capture all packets from network in real time and be able to classify, extract and analytics, reconstructs network activity and forensics over IPv4 and, IPv6 and should have in built storage for capturing and recording raw packets of at least storage of at least 50 TB"	The solutions should provide as per the RFP.
490	83	E.21	Inspect SMTP, POP3, IMAP traffic		Where is the mail server? How it can scan POP3?	The solutions should provide as per the RFP. Other details will be shared at the time of integration.
491	83	E.21	Inspect SMTP, POP3, IMAP traffic	Anti-Advanced Persistent Threat (APT)	Please clarify bank's email architecture with its mail flow and supporting protocol. Please provide current Anti-Spam gateway use and mailbox server used (Lotus, Microsoft and etc)	The solutions should provide as per the RFP. Other details will be shared at the time of integration.
492	84	E.23	The proposed solution should maintain an update database for latest vulnerability	Anti-Advanced Persistent Threat (APT)	The RFP does not ask about the robustness of the Operating System of the solution. Request to opt for such solution which does not have any vulnerability reported in last 3 years as per CVE details.	The solutions should provide as per the RFP.
493	83	E.24	Solution shall use agentless approach for detection of infections via network activities analysis from the endpoints.		For this to work, the security sensors placed at various entry/exit sources of the bank need to be integrated with the Anti-APT solution. So requesting to kindly mention the details of the security sensors placed in the bank network which need to be integrated with the proposed Anti-APT solution, or else kindly provide the sizing details to design the security sensors as well like no. of end-points, Internet Bandwidth etc.	Clause E.24 shall be read as: "Solution shall use agentless approach for detection of infections via network activities."

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494	83	E.24	Solution shall use agentless approach for detection of infections via network activities analysis from the endpoints.	Anti-Advanced Persistent Threat (APT)	Request bank to relook at the clause as without remediation cabality, detection only is half baked solution. Request bank to confirm that remediation capability at end-point is not required, as the current specification doesn't say so.	Clause E.24 shall be read as: "Solution shall use agentless approach for detection of infections via network activities."
495	83	E.24	Solution shall use agentless approach for detection of infections via network activities analysis from the endpoints	Generic	Why are we using agentless approach ? Can we utilize existing endpoint agent for detection? If any script based zero day attacks entered from endpoint then how to identify the same? Need clarification on the above.	Clause E.24 shall be read as: "Solution shall use agentless approach for detection of infections via network activities."
496	83	E.27	The proposed solution should support to monitor traffic from multiple segments like WAN, DMZ, Server Farm and MPLS links etc. simultaneously on a single appliance	Anti-Advanced Persistent Threat (APT)	Kindly clarify whether the solution required asks for single appliance connecting to multiple zones like WAN, DMZ, Server Farm and MPLS Links or provide multiple such appliance for individual security zones and tiers.	The solutions should provide as per the RFP.
497	83	E.27	The proposed solution should support to monitor traffic from multiple segments like WAN, DMZ, Server Farm and MPLS links etc. simultaneously on a single appliance	Generic	Do we need to check North-South traffic only or East-West traffic also? Do we need to scan all protocols in both North-South & East-West direction?	The solutions should provide as per the RFP.
498	83	E.28	A solution must support minimum 10 data port (including 5 in and 5 out) for one appliance and for another appliance 6 data port (including 3 in and 3 out).		Kindly clarify why that much high port density is required on the Anti-APT solution. Ideally high port density should be required in the security-sensors which will be placed in the inline mode. Anti-APT solution will be placed in out of band mode. So it should be connected to a Switch, may be the core switch, where all the other security-sensors will be connected & through the switch the traffic will reach the Anti-APT solution. So maximum 2 interfaces can be required on the Anti-APT solution. So requesting to modify this clause accordingly.	The solutions should provide as per the RFP.
499	83	E.28	A solution must support minimum 10 data port (including 5 in and 5 out) for one appliance and for another appliance 6 data port (including 3 in and 3 out).		Request to remove as this is vendor and appliance specific clause.	The solutions should provide as per the RFP.
500	83	E.28	A solution must support minimum 10 data port (including 5 in and 5 out) for one appliance and for another appliance 6 data port (including 3 in and 3 out).	Generic	Please confirm : Here 5 in 5 out means the appliance should be able to take 10 different IP. Now the solution should have proper routing capabilities. Need more clarification on this. Where is the management port count? When the appliance is inline mode then where is HA port count? Are you considering HA ? If not then why?	The solutions should provide as per the RFP.
501	84	E.29	The solution must support minimum throughput 4(Four)Gbps for the Appliance which is having 10 Data port (including 5 in and 5 out) and for the other appliance must support minimum throughput 2 (Two)Gbps for the Appliance which is having 6 Data port (including 3 in and 3 out).	Anti-Advanced Persistent Threat (APT)	Kindly clarify whether, in case the same appliance is planned to be connected to multiple zones, the throughput specified is able to cater to the overall bandwidth of all the security zones to be monitored. In case of any such bottleneck, solution may be proposed with a combination of multiple devices of similar throughput or bank may procure separately later.	The solutions should provide as per the RFP. And the installations location of the appliances shall be Kolkata.

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502	84	E.29	The solution must support minimum throughput 4(Four)Gbps for the Appliance which is having 10 Data port (including 5 in and 5 out) and for the other appliance must support minimum throughput 2 (Two)Gbps for the Appliance which is having 6 Data port (including 3 in and 3 out).		Request to remove as this is vendor and appliance specific clause.	The solutions should provide as per the RFP. And the installations location of the appliances shall be Kolkata.
503	84	E.29	The solution must support minimum throughput 4(Four)Gbps for the Appliance which is having 10 Data port (including 5 in and 5 out) and for the other appliance must support minimum throughput 2 (Two)Gbps for the Appliance which is having 6 Data port (including 3 in and 3 out).	Anti-Advanced Persistent Threat (APT)	Please share break-up of internat gateway throughput location-wise including no of segments / interfaces like 10g, 1g, etc RFPis asking for 4gbps throughput on one appliance and 2 gbps on another appliance, Please clarify where this is to be appliances will be deployed.	The solutions should provide as per the RFP. And the installations location of the appliances shall be Kolkata.
504	84	E.29	The solution must support minimum throughput 4(Four)Gbps for the Appliance which is having 10 Data port (including 5 in and 5 out) and for the other appliance must support minimum throughput 2 (Two)Gbps for the Appliance which is having 6 Data port (including 3 in and 3 out).	Generic	We assume this is for DC & DR requirement. Please confirm on the management port count & HA (if you are planning for inline deployment.)	The solutions should provide as per the RFP. And the installations location of the appliances shall be Kolkata.
505	82	E.3	The solution should be able to identify malware present in file types and web objects such as (JPEG, doc, docx, exe, gif, hip, htm, , pdf, png, ppsx, ppt, pptx, qt, rm, rtf, swf, tiff, url, vbs, vcf, xls, xlsx. etc.) and be able to quarantine them	Anti-Advanced Persistent Threat (APT)	Kindly clarify whether the solution, in case so possible, can optionally delineate the malicious code and send the original clean file to the user without disrupting the business or while the malicious content is being emulated.	Clause stands as per RFP.
506	84	E.30	A solution must support minimum1Gbps for an individual port with Copper Gigabit Ethernet (GBE). (1 Gigabit Fiber (LC) interfaces optional).	Anti-Advanced Persistent Threat (APT)	Kindly calrify why an individual port with SFP option is required	The solutions should provide as per the RFP.
507	82	E.4	The solution should be able to block malware downloads over different protocols.	Anti-Advanced Persistent Threat (APT)	Request bank to put a remark on Endpoint APT/EDR requirement. As malware or any unwanted payload is not limited to Network or Email vector. Adversary having access any system including desktop/laptop password can move as valid user within the environment. The current specification & scope is limited to Network and Email	The solution should be able to block malware downloads over different protocols.
508	82	E.4	The solution should be able to block malware downloads over different protocols.	Anti-Advanced Persistent Threat (APT)	Request bank to relook at the clause and confirm is East-Wedst traffic should be monitered as the current specification is restricted to North-South Traffic. It equally important to moniter East-West traffic to protect bank from lateral movement of any unwanted payload.	The solution should be able to block malware downloads over different protocols.

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509	82	E.5	The solution should be able to identify spear phishing email containing malicious URLs and attachments that bypass the anti spam technologies.	Anti-Advanced Persistent Threat (APT)	APT is a framework. This can be achieved by placing a Sensor below existing Anti-Spam Solution. But no sizing details available to size the Anti-Spam solution. So kindly clarify if there is already a Anti-Spam solution placed in the bank network or else kindly provide the details like total mail-flow combining the inbound & outbound mails on per hor basis & the internet baandwidth available	Clause E.5 shall be read as: "The solution should be able to identify spear phishing email containing malicious URLs and attachments.."
510	82	E.5	The solution should be able to identify spear phishing email containing malicious URLs and attachments that bypass the anti spam technologies.		Please confirm that proposed solution should not rely on existing infrastructure like firewall, email gateway etc. for achieving the said functional requirement as this would give the undue advantage to existing/incumbent OEM's. And the leaders of the network APT solutions would not be able to qualify and have level play in field.	Clause E.5 shall be read as: "The solution should be able to identify spear phishing email containing malicious URLs and attachments.."
511	82	E.5	The solution should be able to identify spear phishing email containing malicious URLs and attachments that bypass the anti spam technologies.	Generic	Where is the mail server? Both the requirements are contradicting each other technically. In one hand if you need to check for spams which are missed by anti-spam solution then the mails are first received by Anti-SPAM solution first then it will come to sandbox & in other hand when you are trying to detect spear-phishing mail then you need to put it before anti-spam solution. Need clarification.	Clause E.5 shall be read as: "The solution should be able to identify spear phishing email containing malicious URLs and attachments."
512	82	E.6	The solution should support Sandbox test environment which can analyze threats to various operating systems, browsers, desktop applications and plug-ins etc		Kindly Clarify whether the operating system licenses to be included in the proposed solution or to be additionally procured by the bank.	The solutions should provide as per the RFP.
513	82	E.6	The solution should support Sandbox test environment which can analyze threats to various operating systems, browsers, desktop applications and plug-ins etc		Kindly Clarify whether the operating system / applications (Microsoft Office, Visio, Project) licenses to be included in the proposed solution or to be additionally procured by the bank. Also advise versions to be considered if Bidder need to factor these licenses	The solutions should provide as per the RFP.
514	82	E.7	The solution should support both inline and out of the band mode.		As per the industry standard, the Sensors will sit inline & Sandbox appliance will sit out-of band. This provide maximum prevention without performance degradation. So Anti-APT sohould not be placed in inline mode. So requesting to kindly modify this clause as "Anti-APT solution should support out of the band mode".	The solutions should provide as per the RFP.
515	82	E.7	The solution should support both inline and out of the band mode.	Anti-Advanced Persistent Threat (APT)	As the clause both inline and out of band support on network layer, please clarify what is the mode of deployment for email solution. As per best practise it should be inline MTA mode.	The solutions should provide as per the RFP.
516	82	E.7	The solution should support both inline and out of the band mode.	Generic	As per the specification you are asking for support parameter. The appliance may be able to support inline mode or out of band mode but in which mode you want to deploy the same? Please provide clarification.	The solutions should provide as per the RFP.

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517	82	E.8	The solution should be able to detect and prevent bot outbreaks (via multiple channels like SMTP, HTTP, HTTPS etc.) including identification of infected machines.		For detection we can place APT Appliance in detection mode, however for Prevention a APT Sensor has to sit in in-line mode. But no sizing details are available to size the same. So kindly provide the details if there is any security-sensor already placed in the bank network like Firewall, WAF, Anti-Spam Gateway etc.	The solutions should provide as per the RFP.
518	82	E.8	The solution should be able to detect and prevent bot outbreaks (via multiple channels like SMTP, HTTP, HTTPS etc.) including identification of infected machines.		Please confirm that proposed solution should not rely on existing infrastructure like firewall, email gateway etc. for achieving the said functional requirement as this would give the undue advantage to existing/incumbent OEM's. And the leaders of the network APT solutions would not be able to qualify and have level play in field.	The solutions should provide as per the RFP.
519	82	E.8	The solution should be able to detect and prevent bot outbreaks (via multiple channels like SMTP, HTTP, HTTPS etc.) including identification of infected machines.		Where is the mail server? Need more clarity here.	The solutions should provide as per the RFP.
520	General	General	Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Bank if the Bank 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	Termination Right for the Bidder	Request you to include this clause	The solutions should provide as per the RFP.
521		General		Solution should have flexibility the email automated workflow for the releasing the emails to be there without UI dependency to easy adopt for Bank in business process.	Request you to add " The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI"	The solutions should provide as per the RFP.
522		General		Analytics engine should also be there in DLP for working on the Risk based reports to act on top risky users.	Request you to add "Solution should provide the dynamically adjusting the risk score and provide the risk based dashboard via the incorporated analytics platform"	The solutions should provide as per the RFP.
523		General		Solution should be in Gartner market leader so that top technologies that participate in competitive way.	Request you to add "The solution must be present in the Gartner's leader quadrant for Data Loss Prevention for the past 7yrs. The OEM should have own technical support center in India."	The solutions should provide as per the RFP.
524		General		Being the part of the SOC internal machines should also be scanned for the insider data theft and modifications.	Request you to add "The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior in SOC for top 1000 user . At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture."	The solutions should provide as per the RFP.
525		General		Being the part of the SOC internal machines should also be scanned for the internal data movement for critical reports.	Request you to add "The solution should be able to capture any text, images, or files copied to the clipboard from the internal File server. "	The solutions should provide as per the RFP.

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526	NA	NA	Branches Details Required	NA	We request UCO bank to provide us a detailed list of branches with their bandwidth/VSAT/MPLS connectivity so that solution can be sized accordingly.	Branch detail list is available at Bank's official website www.ucobank.com
527	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		Solution should be capable to block the access of endpoints which are connected on unmanaged switch and should able to integrate with all existing Network devices with no up-gradation required.	No addition.
528	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		Solution Should capable to achieve all feature & functionality (including full posture assessment) with complete agentless , Agent based & Dissolvable agent mode deployment	No addition.
529	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		The solution must support at least the following IOC types for IOC scanning: CnC Address (Command and Control URL) Process (Process Name, Process Hash, Process Hash Type) File Exists (File Name, File Path) Mutex (Mutex Name) Registry Key (Path, Value) Service (Service name)	No addition.
530	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		The solution should provide policies to address ransomware threats by providing ability to detect, evaluate and respond to vulnerabilities and threats used by these ransomwares. Policies should provide organization instant visibility, options for a fast and simple response, and the ability to track and segment devices that cannot be patched or mitigated.	No addition.
531	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		The proposed NAC solution should be able to provide capability to run custom scripts on Windows and Linux endpoints	No addition.
532	NA	NA	Request the bank to consider adding this important feature to the NAC specification.		The solution must have tight integration out of the box with at least these Firewall vendors (CheckPoint, Cisco ASA, Fortinet, Juniper SRX, Palo Alto Networks and Forcepoint Stonesoft)	No addition.
533	New Clause	New Clause	Site Not Ready	There are situation where site is not ready for the implementation of solution as per RFP.	In case of site not ready then bank will release 100% payment on supply of the material with in 15 days from the delivery of material at site.	This will be the part of project during the time of project implementation.
534	47	Part V	IT - GRC Software Implementation Scope	Additional Clause Suggestion	Additional Clause Suggestion - The OEM should be a leader in IT Risk Management, Vendor Risk Management & Business Continuity Management for year 2017, and Integrated Risk Management for year 2018 as published by Gartner.	No addition.
535	47	Part V	IT - GRC Software Implementation Scope	Additional Clause Suggestion	Additional Clause Suggestion - To ensure optimum use of platform, please include Training on the OEM platform should be conducted by the OEM at least once a year during the span of the project	No addition.

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536	47	Part V	IT - GRC Software Implementation Scope	Additional Clause Suggestion	Additional Clause Suggestion - For effective implementation of IT-GRC software, please include OEM certification on the product deployment for a. Initial design b. At least 2 reviews from OEM during the span of implementation c. Final validation by OEM before Go-live	No addition.
537	66	Part V	Data Loss Protection (DLP)	Additional Clause Suggestion	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI	No addition.
538	66	Part V	Data Loss Protection (DLP)	Additional Clause Suggestion	Solution should provide the dynamically adjusting the risk score and provide the risk based dashboard via the incorporated analytics platform	No addition.
539	66	Part V	Data Loss Protection (DLP)	Additional Clause Suggestion	The solution must be present in the Gartner's leader quadrant for Data Loss Prevention for the past 7yrs. The OEM should have own technical support center in India.	No addition.
540	66	Part V	Data Loss Protection (DLP)	Additional Clause Suggestion	The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior in SOC for top 1000 user . At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture.	No addition.
541	66	Part V	Data Loss Protection (DLP)	Additional Clause Suggestion	The solution should be able to capture any text, images, or files copied to the clipboard from the internal File server.	No addition.
542	47	PART V	Overall scope to ensure successful implementation and 24*7*365 monitoring & management aspects of security solutions, devices, software, Applications for NAC & Patch Management/DLP/VAS/IT-GRC/APT for the Networking devices and devices at the Data Center, DR Site, NDR, Branches and Service Outlets identified by Bank and for the hardware/software applications of the Bank.	THE SCOPE OF WORK	Location details of(DR Site, NDR, Branches and Service Outlets) required	Data Centre and NDR are at Bangalore. DR site is at Kolkata. Details of Branches and Service Outlets are available at Bank's official website www.ucobank.com
543	47	PART V	Ensure that all aspects of Installation, De-Installation, integration, Configuration, Re-configuration, relocation (within the identified locations by Bank), enhancements, updates, upgrades, bug fixes, problem analysis, performance analysis, backups, audits, on-site as well as off-site support for the proposed hardware/software required for delivering the proposed Security services.	THE SCOPE OF WORK	Relocation to which branch/site,	Relocation of branch/site will be the part of the project during the project implementation.

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544	47	PART V	The solution, service, racks, hardware, software, storage, services would be provided by the bidder. The Bank will provide facilities to host the devices and seating arrangement for the personnel, including LEDs/ Desktops.	THE SCOPE OF WORK	Details about from where on site engg will operate. And device to device cabling and Rack to Rack cabling is under whose scope ??	The controlling site will be at Kolkata. Device to device cabling and Rack to Rack cabling is the part of the proposed solution.
545	48	Part V	Integration of the solutions to provide a comprehensive single dashboard view of the security risks/ incidents for the bank.	THE SCOPE OF WORK	To intedrate with SIEM, make and model details of present SIEM solution required	The bidder will provide Integration of the solutions for a comprehensive single dashboard view of the security risks/ incidents for the bank.
546	48	Part V	Work with the existing System Integrator(s) of the Bank to integrate the C-SOC solutions with existing application platforms, server and storage environment, enterprise network, EMS, NMS solutions, security solutions, ticketing tools etc.	THE SCOPE OF WORK	Make and model details of existing application platforms, server and storage environment, enterprise network, EMS, NMS solutions, security solutions, ticketing tools required	The proposed solution should be capable to integrate all type of devices, all type of operating systems and all type of security tools.
547	49	Part V	Bank will have the right to use the tools for the functions provided by the tools in any manner and for any number of branches, offices, subsidiary units, joint ventures, RRBs, irrespective of the number of users, geographical location of the devices being monitored. Bank will also have a right to relocate any one or all the tools to different locations.	THE SCOPE OF WORK	Costing associated with relocation will come under whose scope.	Relocation after the installation and successful commissioning will be considered by the Bank.
548	47	Part V	Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.	THE SCOPE OF WORK	Need more clarification on this point	Bidder has to provide the solution and adhere to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.
549	50	Part V	Bidder will be responsible to store logs in industry standard solution and format.	THE SCOPE OF WORK	Need more clarification on this point	Bidder will be responsible to store logs in industry standard solution and format. Bidder will be also responsible to store the logs as per the IT Act of India.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
550	50	Part V	The proposed solution should be capable of retrieving the archived logs for analysis, correlation, reporting and forensic purposes.	THE SCOPE OF WORK	This comes under Scope of SIEM solution	The proposed solution should be capable of retrieving the archived logs for analysis, correlation, reporting and forensic purposes.
551	50	Part V	The proposed solution has the incident management / ticketing system workflow and solution shall support creating incident automatically based on the rules defined and tracking them.	THE SCOPE OF WORK	Detail about ticketing system required	The proposed solution has the incident management / ticketing system workflow and solution shall support creating incident automatically based on the rules defined and tracking them.
552	51	Part V	The bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs.	THE SCOPE OF WORK	Maintaining database is not under scope of this tender.	The bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs.
553	51	Part V	The bidder should develop custom plug-ins / connectors / agents for business application monitoring	THE SCOPE OF WORK	Need more clarification on this point	The bidder should develop custom plug-ins / connectors / agents for business application monitoring.
554	52	Part V	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.	THE SCOPE OF WORK	Detail about ticketing system required	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.
555	52	Part V	The tool should facilitate time/ event based automated escalation of tickets as per the escalation matrix defined by the Bank.	THE SCOPE OF WORK	This comes under Scope of ticketing solution	The tool should facilitate time/ event based automated escalation of tickets as per the escalation matrix defined by the Bank.
556	52	Part V	Virus alerts through SMS/e-Mail for the viruses, worm's activity observed at the security solutions and devices under the bidder scope. Subsequent activities of remediation & closure are the responsibility of Antivirus service provider. Bidder will track the status of the Trouble Ticket opened in this context.	THE SCOPE OF WORK	Detail about SMS/e-Mail gateway required	Virus alerts through SMS/e-Mail for the viruses, worm's activity observed at the security solutions and devices under the bidder scope. Subsequent activities of remediation & closure are the responsibility of Antivirus service provider. Bidder will track the status of the Trouble Ticket opened in this context.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
557	47	PART V	The solution, service, racks, hardware, software, storage, services would be provided by the bidder.		For racks and passive work, we request UCO bank to add in the final BOQ as this will be an additional cost to bidder. We request UCO bank to provide bidder the exact quantity for passive work involved in the project.	The solution, service, hardware, software, storage, services would be provided by the bidder. The passive work including cabling for the proposed solution will be done by the bidder. The Bank will provide facilities to host the devices and seating arrangement for the personnel, including LEDs/ Desktops.
558	48	Part V	The bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure without any additional cost to the Bank during the contract period.	THE SCOPE OF WORK	By this point, we understand updates, patches, bug fixes, version upgrades for infrastructure/devices/software provided during this tender must be under the scope of bidder & not the other devices & softwares. Request UCO bank to clarify bidder scope.	The bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure without any additional cost to the Bank during the contract period.
559	48	Part V	Integration of the solutions to provide a comprehensive single dashboard view of the security risks/ incidents for the bank.	THE SCOPE OF WORK	By integration, does UCO bank mean that one single dashboard for all solutions, Is there an requirement of SIEM solution?	The bidder will provide Integration of the solutions for a comprehensive single dashboard view of the security risks/ incidents for the bank.
560	49	Part V	Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.	THE SCOPE OF WORK	Does UCO already has a portal which bidder needs to integrate?	Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.
561	49	Part V	In case a device goes down at DC, the function being performed by the device should be taken over by a corresponding device at DR site and vice versa.	THE SCOPE OF WORK	We request UCO to clarify if there any additional requirement of Requirement of GSLB solution, or is there any existing GSLB solution already present for DC-DR failover.	In case a device goes down at DC, the function being performed by the device should be taken over by a corresponding device at DR site and vice versa.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
562	50	Part V	If connectivity between log collection agents and logger is down then the Log collector agents should store the logs of at least 4 days and send them once connectivity is established.	THE SCOPE OF WORK	We request UCO to clarify if there is a requirement of SIEM solution. If yes, pls add it a part of BOQ with specifications given so that bidder & OEM can size it accordingly.	If connectivity between log collection agents and logger is down then the Log collector agents should store the logs of at least 4 days and send them once connectivity is established.
563	50	Part V	The proposed solution should be capable of retrieving the archived logs for analysis, correlation, reporting and forensic purposes.	THE SCOPE OF WORK	We request UCO to clarify if there is a requirement of SIEM solution. If yes, pls add it a part of BOQ with specifications given so that bidder & OEM can size it accordingly.	The proposed solution should be capable of retrieving the archived logs for analysis, correlation, reporting and forensic purposes.
564	50	Part V	The proposed solution has the incident management / ticketing system workflow and solution shall support creating incident automatically based on the rules defined and tracking them.	THE SCOPE OF WORK	As per page 9 point number 2, UCO already has a ticketing solution in the existing environment. Pls clarify what is UCO Bank's ask here from the bidder.	The proposed solution has the incident management / ticketing system workflow and solution shall support creating incident automatically based on the rules defined and tracking them.
565	51	Part V	The bidder should develop custom plug-ins / connectors / agents for business application monitoring.	THE SCOPE OF WORK	Since Bidder is not the Original Equipment Manufacturer, so we request UCO Bank to please redefine the point as- The OEM should develop custom plug-ins / connectors / agents for business application monitoring.	The bidder should develop custom plug-ins / connectors / agents for business application monitoring.
566	51	Part V	The bidder has to maintain all the listed devices in the optimal configuration as required by Bank's security architecture.	THE SCOPE OF WORK	Pls clarify the exact ask of UCO bank by this point	The bidder has to maintain all the listed devices in the optimal configuration as required by Bank's security architecture.
567	52	Part V	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.	THE SCOPE OF WORK	To size the solution bidder would require the number of Ips/devices in bank's environment. Please provide the same. Also we request UCO bank to add the Incident Management tool in the BOQ as this would incur cost to bidder.	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.
568	53	Part V	The solution should capture signature / heuristics based alerts and block the same.	THE SCOPE OF WORK	Please clarify which solution is being referred by this point	The solution should capture signature / heuristics based alerts and block the same.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
569	54	Part V	Data protection Solution should also involve being able to identify known and unknown plug and play devices being connected to critical data resources. Also, the solution shall seamlessly integrate with Encryption which shall be intelligent enough to enforce Encryption of sensitive data	THE SCOPE OF WORK	We request to let bidder know which encryption solution bank is using, so that solutioning can be done accordingly by achieving the integration.	Data protection Solution should also involve being able to identify known and unknown plug and play devices being connected to critical data resources. Also, the solution shall seamlessly integrate with Encryption which shall be intelligent enough to enforce Encryption of sensitive data
570	55	Part V	Data protection Solution should also involve being able to identify known and unknown plug and play devices being connected to critical data resources. Also, the solution shall seamlessly integrate with Encryption which shall be intelligent enough to enforce Encryption of sensitive data	THE SCOPE OF WORK	We request UCO bank to change the point to- The bidder shall provide training to the identified Bank team at least for 2 days on the product architecture, functionality and the design for each solution under the scope of this RFP before implementation. Also, the training would incur bidder's expert resources, we request UCO bank to add Training as a part of BOQ.	Data protection Solution should also involve being able to identify known and unknown plug and play devices being connected to critical data resources. Also, the solution shall seamlessly integrate with Encryption which shall be intelligent enough to enforce Encryption of sensitive data
571	50	Part V	Bidder needs to ensure that proposed solution will integrate with the IT System using standard methods/ protocols/ message formats without affecting the existing functionality of Bank.	THE SCOPE OF WORK	We request UCO bank to clarify which IT Systems is being pointed out here, and what scope of integration is being asked for.	Bidder needs to ensure that proposed solution will integrate with the IT System using standard methods/ protocols/ message formats without affecting the existing functionality of Bank.
572	48	Part V	The Bidder should provide the latest version of the Solution. The bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the Bank during the entire contract period of 5 Years. Replacement to be done before due date of the product/service and the intimation to be given to Bank at least one month before in case of any of the above scenario.	THE SCOPE OF WORK	Please help to clarify this point i.e. whether its related to RFP's solution only i.e. DLP/NAC & Patch Management/IT-GRC/VAS/APT only.'	The Bidder should provide the latest version of the Solution. The bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the Bank during the entire contract period of 5 Years. Replacement to be done before due date of the product/service and the intimation to be given to Bank at least one month before in case of any of the above scenario.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
573	49	Part V	Bank will have the right to use the tools for the functions provided by the tools in any manner and for any number of branches, offices, subsidiary units, joint ventures, RRBs, irrespective of the number of users, geographical location of the devices being monitored. Bank will also have a right to relocate any one or all the tools to different locations.	THE SCOPE OF WORK	Please help us to understand this point.	Bank will have the right to use the tools for the functions provided by the tools in any manner and for any number of branches, offices, subsidiary units, joint ventures, RRBs, irrespective of the number of users, geographical location of the devices being monitored. Bank will also have a right to relocate any one or all the tools to different locations.
574	55	Part V	Support central management (CLI & GUI) if multiple appliances/servers are involved.	THE SCOPE OF WORK	There are multiple solutions asked as per RFPs and it would be next to impossible to support all the solution management to one centralized manager. Please help us to clarify this point or remove it	Support central management (CLI & GUI) if multiple appliances/servers are involved.
575	50	Part V	The configured correlation alerts and dashboards should be displayed on LED display at the SOC and Desktops/Laptops used at the SOC.		Is the bidder also need to factor cost of LED display and laptop or the same shall be provided by Bank.	Bank will provide LED display, Desktop and the Laptop used at the SOC.
576	47	Part V	The Scope of work for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre(C-SOC) including but not limited to design, supply, configuration, implementation, customization, integrations, monitor, manage, backup, documentation, training, warranty support, post warranty maintenance support and any other activities		Please confirm the socpe of training including the location, candidates count and agenda.	Details on training as specified in the RFP.
577	47	Part V	Conduct the Risk Assessment activity for the devices and applications under the scope of C-SOC as per the Cyber Risk Management process of the bank.		Request you to please brief the scope of risk assessment.	Risk assessment activities will be conducted for devices and applications of C-SOC as per the Cyber Risk Management process of the bank which will be available to the system integrator during the contract period.
578	47	Part V	Provide forensic Support in case on any incident		Please specify the approx. Count of such incidents.	Forensic support , in case of incidents, will be provided by the bidder with the help of the proposed solution as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
579	52	Part V	Incident and problem Management, resolution, root cause analysis, and reporting within time limit as per the requirement of Bank.		Please specify whether the bidder also need to factor Incident and problem management tool or there is an existing tool which need to used.	Incident and problem Management, resolution, root cause analysis, and reporting within time limit as per the requirement of Bank will be provided by the bidder.
580	48	Part V	Bidder has to develop the project plan, get it approved from the Bank and then implement the project based on timelines given in the RFP.	THE SCOPE OF WORK	Bidder has to develop the project plan, get it approved from the Bank and then implement the project based on timelines given in the RFP along with proposed deviations.	Bidder has to develop the project plan, get it approved from the Bank and then implement the project based on timelines given in the RFP.
581	50	Part V	The proposed solution by bidder will be audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by Bidder shall attract penalty as per the contract.	THE SCOPE OF WORK	The proposed solution by bidder will be audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. The audit costs shall be borne by the bank and same shall be executed during business hours . Also, internal cost records of the Bidder shall be kept out of purview for such audit. Such non-compliance by Bidder shall attract penalty as per the contract.	The proposed solution by bidder will be audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by Bidder shall attract penalty as per the contract.
582	50	Part V	Further the bidder must follow the best practices for all compliances related to data and its security	THE SCOPE OF WORK	Further the bidder must follow the best relevant industry practices for all compliances related to data and its security	Further the bidder must follow the best practices for all compliances related to data and its security.
583	47	Part V	The period of support coverage would be for 5 years from the date of sign off of all security solutions and services covered under this RFP		This means all solutions will be live and in production post sign off the project. Please clarify.	The period of support coverage would be the contract period from the date of sign off of the security solutions and services covered under the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
584	47	Part V	Bidder will deploy on-site resources on 24*7*365 basis at Bank's premises to support proposed solution		Please mention if there is any skill level segregation of the resources.	The bidder should provide Experienced Man power resource for required services and reports mentioned in the RFP. The resources should be Engineer (BE/ B. Tech or equivalent as per govt. guidelines and with CCNA/CSP/CCSP to provide for the scope of work mentioned in the RFP.
585	47	Part V	Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.		Does Bank will provide any tool which need to incorporate with the respective solution?	Bidder has to provide the solution and adhere to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank through a portal, which should be accessible to the Bank officials over iPad, Mobile, Desktop, Laptop, Tablet etc. irrespective of platforms used.
586	50	Part V	All Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent	THE SCOPE OF WORK	Some products might have a cloud console and no PII data travel to cloud. Being a threat defence solution has to detect, protect & respond to cyber threats & attacks in real time. This solution needs to leverage machine learning to process millions of events that are provided (a) crowd sourced threat intelligence. Since the compute power to process these Threat Intelligence events and update the endpoints, which are distributed across the globe requires good amount of compute power, which is increasingly difficult to find in Data centers. Hence some threat defence solutions have cloud management consoles. Hence request this point to be modified as "All Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent"	All Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent.
587	47	Part V	Identify information security threats/ vectors targeting Bank's environment and prevent impact or breach by implementing adequate security mechanisms.	Generic	Bidders responsibility for identification of threats/ vectors will be limited to the solution scoped under this RFP .	Identify information security threats/ vectors targeting Bank's environment and prevent impact or breach by implementing adequate security mechanisms.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
588	47	Part V	Provide forensic Support in case on any incident	Generic	Forensics management would require a separate tool which is not mentioned in RFP . One of the clause says the data should not move away from organisation it is suggested to have a forensic engineer on premises.Will a forensic engineer be needed on premises?	Forensic support , in case of incidents, will be provided by the bidder with the help of the proposed solution as per the RFP.
589	47	Part V	Bidder should supply Products as specified, and Services which includes development, integration, management, maintenance, audit compliance, training and knowledge transfer.	Generic	Could you please elaborate the scope for integration what all existing devices/setup need to be integrated with new devices.	The proposed solution should be capable to integrate all type of devices, all type of operating systems and all type of security tools.
590	48	Part V	The bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure without any additional cost to the Bank during the contract period.	Generic	Please elaborate on what do we mean by updates here ?	The bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure without any additional cost to the Bank during the contract period.
591	49	Part V	Bank will have the right to use the tools for the functions provided by the tools in any manner and for any number of branches, offices, subsidiary units, joint ventures, RRBs, irrespective of the number of users, geographical location of the devices being monitored. Bank will also have a right to relocate any one or all the tools to different locations.	Generic	Incase number of endpoints or licenses are exceeded beyond the RFP mandate, this would require purchase of additional licenses and would attract commercial impact as well.	The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from opening of the commercial bids. After that any additional requirement due to unforeseen situations, Bank and the successful bidder will mutually resolve it during the contract period.
592	50	Part V	The bidder shall provide different dashboard and screens for different roles, provide online secured portal (web-based dashboard) for viewing real-time incidents / events, alerts, status of actions taken etc. <ul style="list-style-type: none"> • Top Management • Department Heads (View to the data associated with their function group / business line). • CISO (complete and detailed dashboard). 	Generic	Is there any reporting tool in place already? Is bidder expected to provide inputs to a existing dashboard or is a development of a new dashboard from scratch is required. Please clarify.	The bidder shall provide different dashboard and screens for different roles, provide online secured portal (web-based dashboard) for viewing real-time incidents / events, alerts, status of actions taken etc. <ul style="list-style-type: none"> • Top Management • Department Heads (View to the data associated with their function group / business line). • CISO (complete and detailed dashboard) • System Administrator (for the systems associated with this administrator).

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
						<ul style="list-style-type: none"> • Network / Security Administrator (for devices / equipment for which he/she is administrator). • Application Administrator. • Auditor (Internal Auditors, IT Auditor, or any other authorized official of the organization).
593	51	Part V	Provide assistance during cyber security drills / audits as and when conducted.	Generic	Please define the precise activities expected from Bidder under this clause.	Assistance during cyber security drills / audits as when conducted will be provided by the successful bidder.
594	51	Part V	The bidder should develop a Standard Operating Procedure (SOP) for alert management, incident management, forensics, report management, log storage and archiving, Business Continuity. SOP should also cover log monitoring tool management including configuration, agent deployments, backup and recovery.	Generic	Forensics management would require a separate tool and expertise hence that should be included. A separate resource for BCP/DR should also be in place.	The bidder should develop a Standard Operating Procedure (SOP) for alert management, incident management, forensics, report management, log storage and archiving, Business Continuity. SOP should also cover log monitoring tool management including configuration, agent deployments, backup and recovery.
595	52	Part V	Investigating Information Security (IS) incidents through various modes like forensic evidence collection & preservation, log analysis etc.	Generic	Tool for forensics would be a challenge and as one of the clause says the data should not move away from organisation it is suggested to have a forensic engineer on premises. Hence if a dedicated tool is required for forensics on premises, this would incur additional costs. Please indicate frequency and scope for such audits.	Investigating Information Security (IS) incidents through various modes like forensic evidence collection & preservation, log analysis etc.
596	52	Part V	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.	Generic	As per 4.4 Facility Management , the resources will be on premises hence we cannot use in-house ticketing tools . Is the customer managing SNOW or REMEDY already ? If not, please indicate if Bank is expecting Bidder to deploy a ticketing tool?	The bidder has to provide an incident management and integrate with ticketing tool to generate automated tickets for the alert events generated by proposed tool.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
597	53	Part V	The solution should have an automated discovery function to identify network devices and capture information such as IP address, OS, services provided, other connected hosts.	Generic	The word solution is generic - All security tools have discovery functionality but to rely on their results would be a factor to discuss and agreed upon. It would be better if customer has Asset Inventory which can be integrated to security solutions. Nevertheless, All security tools are capable of performing the automated discovery	The solution should have an automated discovery function to identify network devices and capture information such as IP address, OS, services provided, other connected hosts.
598	54	Part V	Integrate Vulnerability Management Tool with Bank's Existing SIEM solution to provide a correlated view of threats and vulnerabilities associated with them along with remediation mechanism and Configure Vulnerability policies to	Generic	Is the SIEM solution is managed by different or by the customer himself already.	Integrate Vulnerability Management Tool with Bank's Existing SIEM solution to provide a correlated view of threats and vulnerabilities associated with them along with remediation mechanism and Configure Vulnerability policies to Improve the policies configured on an on-going basis to reduce the occurrence of false positives and include new vulnerabilities.
599	55	Part V	The bidder shall provide training to the identified Bank team at least for 5 days on the product architecture, functionality and the design for each solution under the scope of this RFP before implementation	Generic	KT must be sufficient but if training is insisted then need clarity on external or internal training	The bidder shall provide training to the identified Bank team at least for 5 days on the product architecture, functionality and the design for each solution under the scope of this RFP before implementation.
600	47	Part V	IT - GRC Software Implementation Scope	Generic	Additional Clause :- The OEM should be a leader in IT Risk Management, Vendor Risk Management & Business Continuity Management for year 2017, and Integrated Risk Management for year 2018 as published by Gartner.	No addition.
601	47	Part V	IT - GRC Software Implementation Scope	Generic	To ensure optimum use of platform, Please include Training on the OEM platform should be conducted by the OEM at least once a year during the span of the project.	No addition.
602	47	Part V	IT - GRC Software Implementation Scope	Generic	For effective implementation of IT-GRC software, please include OEM certification on the product deployment for a. Initial design b. At least 2 reviews from OEM during the span of implementation c. Final validation by OEM before Go-live	The solutions should provide as per the RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
603	47	PART V	Overall scope to ensure successful implementation and 24*7*365 monitoring & management aspects of security solutions, devices, software, Applications for NAC & Patch Management/DLP/VAS/IT-GRC/APT for the Networking devices and devices at the Data Center, DR Site, NDR, Branches and Service Outlets identified by Bank and for the hardware/software applications of the Bank.	Generic	Please share the exact scope of Patch Management to be done as part of this RFP.	The solutions and the scope should be provided as per RFP.
604	47	PART V	Identify information security threats/ vectors targeting Bank's environment and prevent impact or breach by implementing adequate security mechanisms.		Does UCO Bank currently have any SIEM tool. Are these technologies to be integrated with SIEM. Who is currently managing the SIEM tool.	Identify information security threats/ vectors targeting Bank's environment and prevent impact or breach by implementing adequate security mechanisms.
605	47	PART V	Conduct the Risk Assessment activity for the devices and applications under the scope of C-SOC as per the Cyber Risk Management process of the bank.		Is the bidder expected to conduct this activity. Kindly elaborate on the scope of Risk Assessment. Please mention the frequency of the activity during the contract period.	Risk assessment activities will be conducted for devices and applications of C-SOC as per the Cyber Risk Management process of the bank which will be available to the system integrator during the contract period.
606	47	PART V	Provide forensic Support in case on any incident		This is ideally done by the SIEM vendor. Is only support needed to be given by the bidder or does the bidder have to conduct the entire forensic activity of the incident.	Forensic support , in case of incidents, will be provided by the bidder with the help of the proposed solution as per the RFP.
607	48	PART V	The Bidder, do a gap analysis and submit a detailed study of the Bank's infrastructure and requirements relating to the proposed solution, prepare a detailed plan document/ road map mentioning all the pre-requisites, time-frame of milestones/ achievements leading to the full operationalization of the solution vis-a-vis Bank's requirement. This exercise should not affect the normal day to day functionality of the Bank.		Please confirm if Gap Analysis is a one time activity to be done before the implementation phase	This will be the part of project implementation.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
608	48	PART V	The system should be in hot-standby/ high-availability mode at Log collection and Logger level and with BC (Business Continuity) set-up at Bank's DR (Disaster Recovery) site.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	The system should be in hot-standby/ high-availability mode at Log collection and Logger level and with BC (Business Continuity) set-up at Bank's DR (Disaster Recovery) site. The Bidder would be responsible for installation, testing, commissioning, configuring, patching, regular backup, warranty and maintenance of the system.
609	49	PART V	Bidder will deploy on-site resources on 24*7*365 basis at Bank's premises to support proposed solution.		Please mention the location where the resources need to be deployed.	Experienced Man power resource will be deployed at Bank's SOC location for facility management, implementation and monitoring at Kolkata.
610	50	PART V	In case the systems are not able to send the logs to the collector device, system should be able to extract the logs stored in the temporary memory of the devices at that site.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	In case the systems are not able to send the logs to the collector device, system should be able to extract the logs stored in the temporary memory of the devices at that site.
611	49	PART V	If connectivity between log collection agents and logger is down then the Log collector agents should store the logs of at least 4 days and send them once connectivity is established.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	If connectivity between log collection agents and logger is down then the Log collector agents should store the logs of at least 4 days and send them once connectivity is established.
612	49	PART V	Bidder will be responsible to store logs in industry standard solution and format		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	Bidder will be responsible to store logs in industry standard solution and format. Bidder will be also responsible to store the logs as per the IT Act of India.
613	49	PART V	The configured correlation alerts and dashboards should be displayed on LED display at the SOC and Desktops/Laptops used at the SOC.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	The configured correlation alerts and dashboards should be displayed on LED display at the SOC and Desktops/Laptops used at the SOC.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
614	49	PART V	All Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's cons		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	All Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent.
615	49	PART V	The bidder should develop custom plug-ins / connectors / agents for business application monitoring.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	The bidder should develop custom plug-ins / connectors / agents for business application monitoring.
616	49	PART V	Alerting events / incidents and recommending remedial actions.		This is related to SIEM and mangament of SIEM tool. However, UCO Bank has an exisiting SIEM which is currently being managed by 3rd paty. Hence, request you to please remove this clause.	Alerting events / incidents and recommending remedial actions.
617	55	PART V	The Solution should cover 3 requirement (Patch and software & hardware asset inventory management).		Please define the number of endpoints to be covered under Patch/hardware asset/inventory management	Details are available in Annexure F.
618	55	PART V	As and when required Vulnerability Assessment of the Security & Network Devices, servers, Security solutions, Applications, Databases etc.		Do we need to deploy a dedicated tool or is VA needed as a service	As and when required Vulnerability Assessment of the Security & Network Devices, servers, Security solutions, Applications, Databases etc.
619	55	PART V	Integrate Vulnerability Management Tool with Bank's Existing SIEM solution to provide a correlated view of threats and vulnerabilities associated with them along with remediation mechanism and Configure Vulnerability policies toImprove the policies configured on an on-going basis to reduce the occurrence of false positives and include new vulnerabilities.		Do we need to deploy a dedicated tool or is VA needed as a service	Integrate Vulnerability Management Tool with Bank's Existing SIEM solution to provide a correlated view of threats and vulnerabilities associated with them along with remediation mechanism and Configure Vulnerability policies to Improve the policies configured on an on-going basis to reduce the occurrence of false positives and include new vulnerabilities.
620	47	Part V	IT - GRC Software Implementation Scope	Generic	Additional Clause :- The OEM should be a leader in IT Risk Management, Vendor Risk Management & Business Continuity Management for year 2017, and Integrated Risk Management for year 2018 as published by Gartner.	No addition.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
621	47	Part V	IT - GRC Software Implementation Scope	Generic	To ensure optimum use of platform, Please include Training on the OEM platform should be conducted by the OEM at least once a year during the span of the project.	No addition.
622	47	Part V	IT - GRC Software Implementation Scope	Generic	For effective implementation of IT-GRC software, please include OEM certification on the product deployment for a. Initial design b. At least 2 reviews from OEM during the span of implementation c. Final validation by OEM before Go-live	The solutions should provide as per the RFP.
623	53	Part V	The solution should capture signature / heuristics based alerts and block the same.	THE SCOPE OF WORK	With the clause bank is missing capability of Machine Learning and Artificial Intelligence, Victim Intelligence. This enables bank to take support from product during its path of securing its investment during the complete contract period. Request bank to add such capabilities, as the current clause will allow a solution without fuctionalities.	The solutions should provide as per the RFP.
624		Price Fall Clause - Integrity Pact			Price is always dependent on various factors and some of them are identified below. The integrity pact is for ensuring that bidders don't indulge in unethical behavior and ensuring competitiveness. The undertaking above shall not be applicable and we request that this clause is deleted. If the Bank is not keen to delete the clause we kindly request the Bank to clarify: i) that the undertaking above is only applicable if all other factors are identical. a) payment terms (advance or arrears or 30 days to 90 days payment terms) b) supply on best effort basis as against supply with liquidated damages and the rate of LD c) commercial and legal risk elements in contract d) place of supply (supply in centralized model as against decentralized model or supply in metros as against remote location) e) volume f) discount offered by OEM ii) that in the event the bidder doesn't have a control over price due to reason beyond its control (percentage of discount provided by OEM) the same shall be taken into account. iii) that in case bidder doesn't have a tracking mechanism for tracking price, bidder shall be allowed to make such declaration. iv) that the clause shall only be effective prospectively and not retrospectively. v) that this kind of undertaking may have adverse impact on competition and in the event this is treated as anti-competitive the bidder shall not be liable.	Clause stands as per RFP.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
625			Data Loss Protection - Addition	Solution should have flexibility the email automated workflow for the releasing the emails to be there without UI dependency to easy adopt for Bank in business process.	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI	No addition.
626			Data Loss Protection - Addition	Analytics engine should also be there in DLP for working on the Risk based reports to act on top risky users.	Solution should provide the dynamically adjusting the risk score and provide the risk based dashboard via the incorporated analytics platform	No addition.
627			Data Loss Protection - Addition	Solution should be in Gartner market leader so that top technologies that participate in competitive way.	The solution must be present in the Gartner's leader quadrant for Data Loss Prevention for the past 7yrs. The OEM should have own technical support center in India.	No addition.
628			Data Loss Protection - Addition	Being the part of the SOC internal machines should also be scanned for the insider data theft and modifications.	The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior in SOC for top 1000 user . At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture.	No addition.
629			Data Loss Protection - Addition	Being the part of the SOC internal machines should also be scanned for the internal data movement for critical reports.	The solution should be able to capture any text, images, or files copied to the clipboard from the internal File server.	No addition.
630	Generic				Request you to please confirm, In case of any VM/Software based solution whether the bidder need to procure the hardware or the same will be provided from existing infra of Bank.	The bidder has to provide the solutions as per the RFP.
631	1		The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.		The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. However, such information shall not be revealed to third parties. The Bank reserves the right to amend, rescind or reissue this RFP Document before Bid Submission , and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.	No change.
632	101		Note:	If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.	If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.	No change.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
633	101		Note:	We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected. All prices should be quoted in Indian Rupees (INR) only. The TCO (Total Cost of Ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.	We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected. All prices should be quoted in Indian Rupees (INR) only. The TCO (Total Cost of Ownership) will be inclusive exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.	No change.
634	102		Note:	. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding UCO Bank right to take any other action deemed fit, including claiming damages & "Black Listing" the bidder from participating in future Tenders that would be floated by the UCO Bank for a period found fit by the UCO Bank.	. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding UCO Bank right to take any other action deemed fit, including claiming damages & "Black Listing" the bidder from participating in future Tenders that would be floated by the UCO Bank for a period found fit by the UCO Bank.	No change.
635	102		Note:	Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms& conditions of Reversion Auction and submit the undertaking as per the prescribed in Annexure -S can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations/ amendments there to will be disqualified from further evaluation/participation in the process of relevant procurement.	Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP along with the proposed deviations and accept the Business Rules, Terms& conditions of Reversion Auction and submit the undertaking as per the prescribed in Annexure -S can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations/ amendments there to will be disqualified from further evaluation/participation in the process of relevant procurement.	No change.
636	106		Total Cost of Ownership	The TCO shall encompass but not limited to following: a) Cost of the equipment/products or services etc. b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.	The TCO shall encompass but not limited to the following: a) Cost of the equipment/products or services etc. b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.	No change.
637	106		Total Cost of Ownership	Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document	Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document along with th proposed deviations.	No change.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
638	108		Finalization of the Successful Bidder	Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders	Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders along with the deviations proposed by Bidder.	No change.
639	109		Finalization of the Successful Bidder	Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and/or forfeit the Bid Security amount, debar him from participating in future Tenders/Auctions •	Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and/or forfeit the Bid Security amount, debar him from participating in future Tenders/Auctions •	No change.
640	109		Change in Business Rules, Terms & Conditions of Reverse Auction	Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank. • Bank reserves the right to modify/withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time	Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank. through mutual discussion • Bank reserves the right to modify/withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time through mutual discussion	No change.
641	118		. Sanctions for Violation	To disqualify the Bidder /Seller with the tender process and exclusion from future contracts. (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years. (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course. (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services	To disqualify the Bidder /Seller with the tender process and exclusion from future contracts. (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years. (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course. (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services	No change.
642	118		6. Previous Transgression	6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process. 6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.	6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other <u>public</u> company in <u>India</u> any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process. 6.2 If the Bidder /Seller <u>knowingly</u> makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.	No change.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
643	118		Sanctions for Violation	<p>8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:</p> <p>(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.</p> <p>(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.</p> <p>(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.</p> <p>(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.</p>	<p>8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:</p> <p>(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.</p> <p>(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.</p> <p>(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.</p> <p>(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.</p>	No change.
644	119		Compensation for Damages	<p>If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.</p> <p>9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.</p>	<p>If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.</p> <p>9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.</p>	No change.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
645	119		Price Fall Clause	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.	No change.
646			Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	No addition.
647			Saving Clause	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No addition.
648			Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Customer.	No addition.
649			Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services.	No addition.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
650			ARC/RRC		The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of $\pm 5\%$ of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below - 5% of the baseline volumetric.	No addition.
651			Variance in Minimum Wages		Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	No addition.
652			SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	No addition.
653			Pass Through Warrantymy	Clause not present in RFP	Since bidder is acting as a reseller of completed products, bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder shall not provide any additional warranties and indemnities with respect such products.	No addition.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
654			ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	No addition.
655			Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No addition.
656			Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	No addition.
657			Termination	Clause not present in RFP	Upon termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Bank shall pay all amounts due to the Bidder upto the effective date of termination, including for services rendered but not yet invoiced. There shall be no charges for termination of orders or for Services not yet provided and bidder shall not be held liable for the same. However, in the event of Bidder having back-end contracts with its Principals where Bidder has paid or is liable to pay any amounts to the Principal, the Bank shall not be entitled to such refund.	No addition.
658			Audit	Clause not present in RFP	Notwithstanding anything contained in this RFP: a) Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data. b) All audit, barring those required under a regulatory or statutory requirement, shall be done only on an annual basis.	No addition.

Sl. No.	RFP Page No	RFP Clause No	Original RFP Clause	Subject / Description	Query sought / Suggestions of the Bidder	Bank's Response
659			Anti-Advanced Persistent Threat (APT)		Please advise if bank is looking for SSL Decryption for APT solution, if yes, please advise specs.	Solution should provide as per the RFP.
660	Addition		We recommend solution should provide a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging.		Security Group Access (SGA), which falls under the umbrella of TrustSec.SGA offers several benefits: Grants network resource access based on identity and associated policy, Enhances security and control as traffic flows are more easily segmented, Reduces the cost and complexity associated with large firewall policies and access-list rules, Provides a mechanism for consistent and dynamic policy propagation across different platforms & supported by the leaders in NAC technology.	No addition.
661	Addition		We recommend that the NAC solution should be able to use threat intelligence to build access policy and should also be able to integrate with vulnerability scanner.		Threat Centric NAC will force endpoint quarantine when the CVSS score exceed a threshold. Such advance integration capabilities will help in faster detection and remediation in today's Dynamic Threat Landscape	No addition.
662			APT BOQ	APT	As PER RFP , You have asked for APT solution only for DR site , Please clarify on the sites BOQ	APT solution is required for DR at Kolkata.
663					Also, incase of any penalty/liquidated damages being levied, the bidder/SI shall issue a credit note, if such penalty/LD is agreed in writing by the bidder/SI and there shall be no set off against the payments. All deliveries and timelines shall be as per bidder's proposal and non-compliance to the aforementioned shall not be considered as a breach of the contract.	No change.
664	Suggestion				Suggest Bank to include additional eligibility criteria: Bidder should have 2 SOC's of their own in India	No addition.
665	68		New	Data Loss Protection (DLP)	For DLP the classification of sensitive data is most critical and auto policy creation to protect from day 1 so it is suggested to add the clause The solution should have Built-in Automated Semantic Analysis based Data Classification and auto policy creation"	No change in the RFP. The solutions should provide as per the RFP.
666	68		New	Data Loss Protection (DLP)	For DLP the classification and access rights are very key component so it is suggested to add the clause as The proposed solution should be able to deploy both pattern matching and document tagging. and the solution should be capable of "Segmentation of Duty" (SoD) based Enforcement of Information Security and the solution should enforce "Automatic Access Control" on Data and Information"	No change in the RFP. The solutions should provide as per the RFP.

Place: Kolkata

Date: 15/03/2019

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