



Department of Information Technology

Request for Proposal (RFP) For Security Solution Provider for Mobile Banking Application

RFP Ref No: DIT/BPR&BTD/OA/4354/2019-20 Date: 27.11.2019

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

Sl. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1	12 & 94	3.Eligibility Criteria Point No.5	The bidder should have minimum two years of experience in implementation of the proposed product / solution in any Public Sector Bank / Govt. Organization/ Commercial Bank / RRBs / BFSI in India.	Please Change to "The bidder should have minimum two years of experience in implementation of the Cyber security solution in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India." (Reason – Mobile Application Security is new and not being implemented by most of the organisation)	Clause Stands modified as below: The bidder should have minimum one years of experience in implementation of the proposed product / solution in any Public Sector Bank / Govt. Organization/ Commercial Bank / RRBs / BFSI in India.
				The bidder should have minimum twelve(12) months of experience in implementation of the proposed product / solution in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India.	
				The concept of Mobile Threat Defence is new and the banking industry just getting aware of these threats and have started evaluating solutions which can address these threats.	
				We request the clause should be modify as Bidder should have successfully implemented the proposed product / solution in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India.	


2	12	3. Eligibility Criteria – Point no. 5	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	Request Bank to allow Customer letters as documentary evidence and delete 'in the last three years.	Clause Stands as per RFP.
3	12 & 95	3. Eligibility Criteria Point No.6	The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI for at least two years.	<p>The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI for at least twelve (12) months.</p> <p>We understand that the said criteria will be fulfill by Proposded OEM, Please confirm.</p>	Clause modified as under: The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI for at least one years.
4	12 & 95	3. Eligibility Criteria Point No.7	Bidder should have implemented similar solution in at least one scheduled Commercial bank in India with Internet Banking customer base not less than 1000000 for last two years.	<p>Please change to : Bidder/OEM should have implemented similar solution/Cyber Security Solution in at least one scheduled Commercial bank/ Govt./PVt. in India with Internet Banking customer base not less than 200000 for last two years.</p> <p>Bidder should have implemented similar solution in at least one scheduled Commercial bank/PSU/BFSI in India with Internet Banking customer base not less than 400000 for last two years.</p> <p>Request Bank to delete 'for last two years'.</p>	Clause modified as under: Bidder should have implemented similar solution in at least one scheduled Commercial bank in India with Internet Banking customer base not less than 400000 for last two years.
5	47	18 PART -V Liquidated Damage	Liquidated Damage : Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	Please change to " Liquidated Damage : Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (Zero Point Five Percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership"	Clause stands as per RFP.

6	34	SCOPE OF WORK PART IV	Prevent loss or Leakage of Enterprise Data	Since the requirement is for Mobile Banking and Internet banking customers, what is the enterprise data which you are looking for securing	Clause Clarified as under: End-to-End Data transfer security from Customer end to Bank's Server.
7	34	SCOPE OF WORK PART IV	Advanced Mobile Device management	Since the requirement is for Mobile Banking which is published over the 'play store' what is the requirement behind the device management. As per the guidelines you can't restrict or install any agent on the customer's device.	Clause Clarified as under: By Mobile device management, if customer report phone lost, solution must capable to restrict usage/wipe the data of Bank's mobile app only.
8	34	SCOPE OF WORK PART IV	Advanced Mobile Device management	No New Enhancement are being developed by the OEM for the platforms Symbian, Windows Mobile and Winodws Phone Development. Therefore it is not recommended to provide mobile banking on these platforms for security reasons	Clause Clarified as under: As the scope is for 5 year, The bidder should need to develop security features in other platforms under mobile banking would be available at that time as part of the solution without any addition cost to the Bank in case demand raised by the bank.
9	34	SCOPE OF WORK PART IV	Authentication Requirements	Since the requirement is for implementing 2FA for Internet Banking applications why reverse proxy is require to be integrated with the 2FA.	Clause Clarified as under: Reverse proxy should be part of the solution to increase the security.
10	34	SCOPE OF WORK PART IV	Authentication Requirements	Federated identity is usually deployed for Enterprise web applications, and the Authentication requirement is for Internet Banking, What is the purpose of having Federated identity , as it is always recommended to have federation Server integration with Enterprise applications	Clause Clarified as under: As the scope is for 5 year , Solution must be capable for Federated identity if introduce by the bank in future for Corporate Customer.


11	34	SCOPE OF WORK PART IV	Authentication Requirements	Since the main purpose of the RFP is to strengthen the current security posture of Internet and Mobile Banking during pre and Post login, what is the feature you are looking in BASIC AUTH	Clause Clarified as under: Mobile application have some features wherein URL forwarded to third party, so Basic authorization may be required.
12	35	SCOPE OF WORK PART IV	Mobile App Security- Key Capabilities	For point 1, The requirement is being referred, as Mobile App Security whereas the point says an App scan needs to be performed for Vulnerability. It is suggested to have the point under Vulnerability management.	Clause Stands As per RFP.
13	35	SCOPE OF WORK PART IV	Mobile App Security- Key Capabilities	For Point 2, Vulnerabilities and Coding errors addressing are part of development cycle and vulnerability Management. It is suggested to have this point under App Development and Vulnerability management	Clause Stands As per RFP.
14	35	SCOPE OF WORK PART IV	Mobile App Security- Key Capabilities	For point 3, Code Vulnerable needs to be part of App Scan and Pen Test	Clause Stands As per RFP.
15	103	Scenario Specific Requirement	Existing Point : The Solution shall provide the capability of detecting the Rogue and fake applications, repackaged applications, malwares, trojans, etc. installed on the mobile device	Deviation Requested - Recommended Points : The solution should protect the mobile banking app from Rogue and fake applications, repackaged applications, malwares, trojans, etc. installed on the mobile device	Clause Clarified as under: As rogue app independently communicate to Bank's server so solution must distinguish whether request has come from authorised app or rogue app. The Solution shall provide the capability of detecting & removing Rogue and fake applications, repackaged applications, malwares, trojans, etc. installed on the mobile device

16	103	Scenario Specific Requirement	Existing Point: The Solution shall provide the capability of detecting if the developer mode is enabled on the device	Deviation Requested - Recommended Points: The solution should protect the mobile banking app incase if the if the developer mode is enabled on the device	Clause Clarified as under: Solution must be capable in detecting the vulnerabilities and should be capable of providing proper remedies.
17	103	Scenario Specific Requirement	Existing Point : The Solution shall provide the capability of detecting if the USB debugging is enabled on the device	Deviation Requested - Recommended Points: The solution should protect the mobile banking app incase if the USB debugging is enabled on the device	
18	103	Scenario Specific Requirement	Existing Point : The Solution shall provide the capability of detecting if the unknown source installation is enabled on the device	Deviation Requested - Recommended Points : The solution should protect the mobile banking app if unknown source installation is enabled on the device	
19	104	Scenario Specific Requirement	Existing Point : The Solution shall provide the capability of detecting if any untrusted third party store is installed on the device	Deviation Requested - Recommended Points : The solution should protect the mobile banking app if any untrusted third party store is installed on the device	
20	104	Scenario Specific Requirement	Existing Point : The Solution shall provide the capability of detecting if the device is not locked with any kind of PIN, password, touch ID, face ID, pattern, etc.	Deviation Requested - Recommended Points : The solution should protect the mobile banking app if the device is not locked with any kind of PIN, password, touch ID, face ID, pattern, etc.	
21	Recommended points	Mobile App Shielding	Looking from the overall Mobile App Security postures These are the points, which is recommended to be a part of Mobile App Security as the Threat Landscape has changed from a Static attack to a runtime attacks. RFP also suggest to protect the app from remote access whereas in the Technical requirement nowhere it has been mentioned for protecting it.	The solution shall protect mobile application against screen shot or screen mirroring on runtime basis	Please Refer to Corrigendum.
				The solution shall not require separate application or agent to be installed on mobile device in order to protect mobile application	
				The solution shall not require interaction with any backend server while performing the runtime protection	
				The solution shall provide binding mechanism to prevent attackers from removing the runtime protection mechanism from the mobile application	
				The solution shall protect mobile application against untrusted keyboard application on runtime basis	
				The solution shall protect mobile application against untrusted screen reader on runtime basis	

22	Recommended points	AUTHENTICATION SERVER	Since the security posture of the Internet Banking and Mobile Banking needs to be strengthened by implementing the Authentication Server for 2FA. These are the points should be considered from part of access management, configuration management, High Availability of the Authentication Server	The software should support Windows Server, SUSE-, Ubuntu- and RedHat distributions, VMware, Hyper-V and Citrix virtual environments as well as dedicated appliance formats	Please Refer to Corrigendum.
				The Authentication Server should support integration of Supports HSM for providing security to data storage	
				The solution should support real Time replication between the database of primary and Secondary Server	
				The Solution should support multiple instances i.e upto 7 21 instances of Authentication Server at no additional cost, Being a Bank there are multiple environments such as Production, pre production, UAT	
				The Solution Role Based Administration for the management of configuration, token, user and reporting, maker-checker process.	
				The Authentication Server should support External Database such as Maria, Postgres, Myssql, Oracle as compared to the Embedded database.	
				The Authentication Server should support replication both ways i.e from primary server to secondary server and Vice Versa on real time basis.	
23	Recommended points	Client Authenticator (Soft Token)		The solution should provide FIPS certified soft Token	Please Refer to Corrigendum.
				The Solution should provide Soft token protected from run time attacks such as jailbreak/root detection, code-injection, hooking frameworks, screen mirroring	
				The Soft token should Check for Geolocation while generating the OTP for Authentication	
				The Soft Token should Provide customised OTP life expectancy for the generating the OTP	
24	28	Part III Evaluation Methodology	The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.	<p>We request the bank to evaluate using Quality Cost-Based Selection (QCBS) with scoring and weightage based on Techno Commercials.</p> <p>This will allow bank to get a more technically superior solution whilst ensure cost effectiveness.</p>	Clause Stands as per RFP.

25		General Query	Hardware	<p>We request the bank to remove the procurement of the Hardware components from the RFP.</p> <p>This will allow bank to independently assess the software. Inclusion of Hardware will impact the competitive offerings from bidders as OEMs tend to get locked out exclusively.</p>	Clause Stands as per RFP.
26	34	Part IV. Advanced Mobile device management	1. Capabilities for iOS, Android, Symbian, and Windows Mobile, Windows Phone	Symbian is a discontinued mobile operating system (OS) and computing platform designed for smartphones. We request bank to remove Symbian support.	Clause Stands as per RFP.
27	99	6.Administration Point No 6.5	Admin panel should have enhance user management features such as group creation, group enrollment etc.	Please elaborate on the nature of the groups to be created and expected behaviour.	Details will be shared with the successful bidder only.
28	99	6.Administration Point No 6.6	Configuration facility should be given to add multiple applications from admin panel	Please elaborate the type of application expected to be added.	Details will be shared with the successful bidder only.
29	100	Scenario Specific Requirement 1.Secure Mobile Applications Point No-1.2	Solution should be able to integrate with Banks existing mobile applications to provide mobile threat detection including jailbreak capability of detecting the Rogue and fake applications, repackaged applications, malwares, Trojans.	 <p>How is the solution envisaged to provide threat detection, fake app detection?</p>	Clause clarified as under: Solution must be capable of threat and fake app detection.
30	100	Scenario Specific Requirement 1.Secure Mobile Applications Point No-1.3	Enhancements in the existing bank app must not change existing user interface of the app. The new version of the app shall be provided to users as an update to existing app.	<p>Minor changes will have to be accommodated like addition of buttons and icons to allow the user accessibility to the services.</p> <p>Request bank to modify clause as- "Enhancements in the existing bank app must make changes agreeable by bank to the existing user interface of the app. The new version of the app shall be provided to users as an update to existing app."</p>	Clause clarified as under: Minor changes are allowed whereas any major changes in the user interface should be done with prior permission of Bank.
31	100	Omni-channel transaction authorization 2.1	The solution should enable the users to authorize Login/ transaction only from authorized device primarily using pull based notification over a secure channel.	Please clarify pull based notification in perspective of server and client mobile application. i.e Will the server pull from the mobile app or will the mobile app pull from the server.	Clause clarified as under: Provided solution should be capable from both perspective i.e mobile app and server.

32	101	Technical Specifications Sl. No-8	Authentication Server should support any SMS gateway Bidder using http protocol.	Please modify as "Authentication Server should support any SMS gateway Bidder using https protocol."	Clause modified as under: Authentication Server should support any SMS gateway Bidder using http/https protocol.
33	103	Technical Specifications Sl. No-25	Secure Pull notification based authorization should be sent at the time of beneficiary maintenance and at the time of Funds transfer also.	Please clarify who will Push/Pull in perspective of the mobile app user and the server	Clause clarified as under: Provided solution should be capable from both perspective i.e mobile app and server.
34	103	Technical Specifications Sl. No-26	Capability to create groups and provide reports based on additional information of users captured.	Please elaborate on the criteria and type of the groups to be created and expected behaviour.	Details will be shared with successful bidder only.
35	103	Technical Specifications Sl. No-29	The solution shall provide the capability of detecting the Mobile app tampering, code injection, code modification, etc	Please elaborate the expected implementation of such feature. In case the app needs to monitor other app activities which may lead to rejection of the app from store. Request bank to modify/remove this clause	Clause Stands as per RFP.
36	103	Technical Specifications Sl. No-30	The Solution shall provide the capability of detecting the Rogue and fake applications, repackaged applications, malwares, trojans, etc installed on the mobile device	Please elaborate the expected implementation of such feature. In case the app needs to monitor other app activities which may lead to rejection of the app from store. Request bank to modify/remove this clause.	Clause Stands as per RFP.
37	104	Technical Specifications Sl No-41	The solution shall provide different response options upon detecting above threats such as shutting down of Mobile Application, generating Callback, providing threat type (system, application, network, etc) and severity, adding threat state codes and description to the authentication or session token	Please elaborate the expected implementation of such feature. In case the app needs to monitor other app activities which may lead to rejection of the app from store. Request bank to modify/remove this clause	Clause Stands as per RFP.

38	16	4.Earnest Money Deposit Point No-e	To sign the contract in the form and manner to the satisfaction of UCO BANK	Request bank to please modify the clause to – “To sign the contract in the form and manner to the satisfaction of UCO BANK and successful bidder”	Clause stands as per RFP.
39	48	20. Contract Period	However, after the completion of initial period of 05 years (five years), the contract may be extended/ renewed for such further period and on such terms and conditions as would be decided by the Bank.	Request bank to please modify the clause to – “However, after the completion of initial period of 05 years (five years), the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank and contracted bidder”	Clause stands as per RFP.
40	48	20. Contract Period	The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.	Request bank to please modify the clause to – “The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank as per mutually agreed terms”	Clause stands as per RFP
41	52	30. Exit Option and Contract Re-negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	 Request Bank to provide bidder with same rights to re-negotiate price and terms.	Clause stands as per RFP.
42	58	40. Dispute Resolution mechanisms	The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Request Bank to remove this clause.	Clause stands as per RFP.

43	48	20. Contract Period	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.	Request Bank to consider the below and modify the clause Right to terminate the contract with 90days notice period is acceptable. However, reasons for such termination should be informed to bidder and should be given reasonable time to respond. Termination should be after such mutual agreement. Bank to compensate for loss/damage due to termination of contract without siting appropriate reasons.	Clause stands as per RFP.
44	47	18. Liquidated Damages	If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.	Request Bank to consider the below and modify clause. Liquidated damages & penalty all together should have a ceiling of max 10% of the total cost of ownership.	Clause stands as per RFP.
45	45	17. Penalty & Uptime	The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.	Request bank to modify the clause based on the below Amount of penalty to be defined and not open ended, however it should be limited to 10% of the contract value and to be clubbed with the limitation as to LD clause.	Clause stands as per RFP.
46	43	12. Terms of Payment A. Hardware:	i. 90% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank. ii. Remaining 10% of the order value	Request you to amend the Payment Terms as Under : i. 80% of the order value along with GST and other applicable duties on actual basis will be paid on delivery. ii. 10% against installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank. iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after completion of	Clause stands as per RFP.

			(i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 10% Security Deposit as mentioned in clause no. 9 of this RFP.	the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 10% Security Deposit as mentioned in clause no. 9 of this RFP.	
47	43	12. Terms of Payment B. Software:	i. 75% of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate. ii. 25% of the total application cost & implementation cost on successful GO-LIVE.	i. 100% application cost against Delivery ii. 100% implementation cost after completion of successful installation & UAT of the software & successful GO-LIVE.	Clause stands as per RFP.
48	33	Project Timeline	Supply and delivery of equipment for the proposed solution and servers - 4 weeks from date of PO	Delivery and installation timelines are too less. kindly modify the clause as under: Supply and delivery of equipment for the proposed solution and servers - 8 weeks from date of PO	Please refer to Corrigendum.
			Designing the architecture of the solution as per the requirement of the Bank and doing necessary integrations - 4 weeks from date of PO	Designing the architecture of the solution as per the requirement of the Bank and doing necessary integrations - 8 weeks from date of PO	
			Complete Installation of the solution and rollout - 2 weeks from date of PO	Complete Installation of the solution and rollout - 4 weeks from date of PO	

49	33	IV.Scope of Work	The Licensing of Solution Server (hardware, software and application) and licensing of proposed security Software shall continue 6 months further to the expiry of contract period so that the solution remains fully functional within the transition period. Extending the services of Bidder shall solely depend upon the performance of the Bidder	Need clarity. Typically banks issue a separate PO for the additional 6 months extension on prorated basis for business continuity	Clause stands as per RFP.
50	41	8. Taxes Point No-a	Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc	Should the commercials be submitted including taxes and fees or excluding taxes and fees?	Please refer Commercial Bid format.
51	59	41.Software.(iv)	Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)	This is a broad requirement. Can the bank explain this clause?	Clause is self-explanatory.
52	33	IV.Scope of work Project Timelines	Project Timelines	Project timelines are very aggressive. Can the bank relook these timelines? A timeline of 10-12 weeks looks reasonable for this size of a project.	Please refer to corrigendum.
				Project timelines are very aggressive. Can the bank relook these timelines?	
53	34	Scope of work	The bidder will liaison and implement necessary configuration with the network / software provider of the Bank. The bidder shall liaison with mobile app owner and Bank's application owners to seamlessly integrate into the existing mobile applications and Bank's back end application to ensure with zero to minimal impact on the user	Please confirm that the effort and the cost of the bank's network provider, mobile app provider or application provider to integrate with the Bidder's solution is out of scope Of this RFP.	Clause stands as per RFP.

54	35	Scope of work	The Solution server shall be able to manage at least 20,00,000 Mobile Banking customers and the concurrent connections to the tune of 15,000.	Please clarify target user count for optimal hardware sizing.	Please refer to modified clause at Sl. No.4.
55	24	30. 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 2 months from the time the RFP response submission process closes.	Clause stands as per RFP.
56	40	7. Performance Bank Guarantee	The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value.	1. Performance guarantee (PBG) to be provided at 10% of annual contract value and shall be renewed yearly at 10% of relevant subsequent year's contract value. 2. Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the service provider to rectify the material breach for which the PBG is sought to be invoked.	Clause stands as per RFP.
57	43	11. Price	There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format.	All the prices mentioned in annexure XXII are applicable of the scope mentioned in RFP. All any additional scope, price shall be discussed and mutually agreed upon.	Clause stands as per RFP.
58	43	12.A Terms of Payment - Hardware	90% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank.	100% of the order value along with GST and other applicable duties on actual basis will be paid on delivery.	Clause stands as per RFP.

			ii. Remaining 10% of the order value (i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 10% Security Deposit as mentioned in clause no. 9 of this RFP.		
59	43	12.B Terms of Payment - Software	<p>i. 75% of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.</p> <p>ii. 25% of the total application cost & implementation cost on successful GO-LIVE.</p> <p>v. AMC for Hardware shall be paid in quarterly arrear basis.</p> <p>vi. ATS on software item shall be paid in quarterly arrear basis.</p>	<p>i. 100% of the software cost shall be paid on delivery.</p> <p>ii. Implementation cost shall be paid basis below milestones.</p> <p>(a) Supply & Delivery - 20%</p> <p>(b) Acceptance of Architecture Design - 60%</p> <p>(c) Complete Implementation - 20%</p> <p>v. AMC for Hardware shall be paid yearly in advance basis.</p> <p>Vi. ATS on Software shall be paid yearly in advance basis.</p> <p>Vii. Any support cost shall be paid monthly in arrears basis</p>	Clause stands as per RFP
60	46	17. Penalties & Service Level Agreement	Additional Clause	The overall SLA Penalties should be capped at 5% of the applicable service fees for that month.	Clause stands as per RFP.
61	47	18. Liquidated Damages	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	<p>Liquidated damages should be applicable only in the event of delay in delivery is solely attributable to the service provider and should be computed at the rate of 0.5% of the value of the affected service or product per week.</p> <p>The overall liquidated damages should not exceed 5% of the value of affected service or product.</p>	Clause stands as per RFP.

62	48 & 53	20. Contract Period & 31. Termination for Convenience	<p>The tenure of the Contract will be for a period of 05 years (five years) 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. The Bank, by written notice sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank"s convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	<p>Request for deletion of "Termination for Convenience" clause as bank already have the right to terminate the contract in case of any default.</p>	<p>Clause stands as per RFP.</p>
63	52	30. Exit Option & Contract Re-Negotiation	<p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable 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 equipment 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.</p>	<p>Request for deletion of both the clauses. Once Contract finalized based final commercial outcome of RFP /Tendering process, price remain firm across the Contract period and no further re-negotiation is acceptable of the agreed Bill of materials, Scope of work. Price can be re-negotiated mutually for any additional/incremental requirements through Change Request.</p>	<p>Clause stands as per RFP.</p>


64	55 & 57	36. Termination 39. Termination for Default	<p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc.</p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract</p>	Contract shall be terminated only for serious and material breaches and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of 90 days notice of default for termination of the contract.	Clause stands as per RFP.
65	NA	NA	Additional Clause	All payments shall be made within 30 days from the date of invoice.	Clause is not relevant to the RFP.
66	32	Part-IV Scope of Work Project	Bank is interested in implementing a security solution that will secure all the Bank's Mobile banking, IMPS, UPI, e-banking and related applications from all existing and future threats.	<p>Apart from the mobile banking application, can the bank provide a list of all applications that need to be integrated with the proposed security solution along with below details per application:</p> <ul style="list-style-type: none"> - Total no. of users - Concurrent users - Type of endpoints and OS (desktop/laptop/mobile devices) 	Will be shared with the successful bidder only.
67	33	Part-IV Scope of Work Project Timelines	The scope also includes maintenance of the solution for the period of 3 years beyond first two years of warranty period from the date of implementation of the solution & acceptance of the same by the Bank.	Please note that the hardware and software warranty period will start from the date of purchase of the products. Bidder will provide the commercials as per the commercial template provided in Annexure – XXI for the total contract period of 5 years including initial two years of warranty period and remaining three years as AMC/ATS.	Clause stands as per RFP.
68	33	Part-IV Scope of Work Project Timelines	1. Supply and delivery of equipment for the proposed solution and servers - Time Period for completion: 4 weeks from date of PO	As this project includes delivery of underlying hardware infrastructure, request Bank to change the Time Period completion to 8 weeks from date of PO.	Please refer to corrigendum.

69	33	Project Timelines	3. Complete Installation of the solution and rollout: 2 weeks from Supply and delivery of equipment for the proposed solution and servers	Request Bank to extend the installation of the solution and rollout to 6 to 8 weeks from the product supply and acceptance of the design architecture.	Please refer to corrigendum.
70	35	Part-IV Scope of Work	Solution Servers Requirements The hardware, software for the solution servers, supplied by bidder shall be maintained by the SI. The bidder is also responsible to provide test setup.	The bidder assumes that below security controls (whichever required) for the servers in proposed security solution will be provided by the Bank and that the maintenance of these solutions is done by the Bank: Endpoint protection such as AV/EDR/DLP/Application Change Control for the servers. Solution will leverage on Bank's Active Directory for authentication. Bank's existing network security controls such as Firewalls/WAF/IPS/IDS/Proxy/Mail/DDoS Gateway etc. if any can be extended.	If solutions have any hardware dependency then it must be provided by the bidder without any extra cost.
71	34	Part-IV Scope of Work	Bidder has to integrate the proposed solution with Bank's existing SIEM solution. The detail will be shared with successful bidder.	Are there any other Bank's solutions such as Privileged Identity Management that the proposed solution needs to integrate with?	Yes, Solutions like PIM need to be integrate with.
72	34	Part-IV Project Timelines	The bidder shall propose the optimal fail safe implementation architecture. SI/Bidder shall install, update and maintain the same in both DC and DR locations.	Can the Bank share the details of the DC and DR locations.	Clause Clarified as under: DC-Bangalore DR-Kolkata
73	33	Part-IV Scope of Work Project Timelines	Scope of Work	Can the bidder consider that the warranty period from date of implementation(2 years) and maintenance period of the solution (3 years) will start after complete installation of the solution and rollout? In this case the contract duration will extend more than 5 years.	Clause stands as per RFP.

74	16	4.Earnest Money deposit	The Earnest Money Deposit may be forfeited under the following circumstances: d. The bidder violates any of the provisions of the terms and conditions of this tender specification.	The Earnest Money Deposit may be forfeited under the following circumstances: d. The bidder violates any of the provisions of the material terms and conditions of this tender specification.	Clause stands as per RFP
75	23	28.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 along with the assumptions as set forth in our Bid Proposal	Clause stands as per RFP.
76	39	6. Independent External Monitor (s)	b. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.	d. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings excluding Bidder's procurement cost.	Clause stands as per RFP.
77	41	8. Taxes	a) Bidder shall be solely liable for the payment of all taxes.	Excluding GST	Clause stands as per RFP.
78	44	14. Cancellation of Contract & Realization of Compensation	The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances: i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. v. If deductions on account of liquidated damages exceed more than 10% of the total order price. If the bidder does not perform satisfactorily.	Bidder request deletion of wordings satisfactorily as it is very subjective and open ended	Clause stands as per RFP.

79	45	16.Compliance with Laws	a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.	16. Compliance with Laws a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank applicable to BIDDER'S SCOPE OF WORK.	Clause stands as per RFP.
80	45	16.Compliance with Laws	If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in <u>violation of any terms and conditions mutually agreed between the UCO Bank and the service provider</u> , which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.	If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in <u>violation of any terms and conditions mutually agreed between the UCO Bank and the service provider</u> , which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than three month notice in writing.	Clause stands as per RFP
81	46	17. Penalty & Uptime	Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers" negligence shall be recoverable from the Successful Bidder <u>along with damages if any with regard to the Bank's reputation and goodwill.</u>	Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers" negligence shall be recoverable from the Successful Bidder other than the <u>damages if any with regard to the Bank's reputation and goodwill.</u>	Clause stands as per RFP
82	47	17. Penalties & Service Level Agreement	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (Zero point Five percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership	Clause stands as per RFP.

83	48	20. Contract Period	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.	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 in terms of Termination for convenience 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.	Clause stands as per RFP.
84	49	23. Order Cancellation	The Bank reserve its right to cancel the order 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: · Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process	The wordings serious discrepancy in the quality of service is very open ended wordings and need to be deleted.	Clause stands as per RFP.
85	49	24. Indemnity	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. 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 <u>due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</u>	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. 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 <u>due to or on account of any breach of material terms and conditions contained in this RFP or Service Level Agreement to be executed.</u>	Clause stands as per RFP.

86	50	24. Indemnity	loss of reputation	Delete wordings - loss of reputation	Clause stands as per RFP.
87	50	24. Indemnity	Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.	Bidder has already committed to various indemnities obligations at different places in the RFP and hence no separate Indemnity Letter shall be provided.	Clause stands as per RFP.
88	52	30. Exit Option & Contract Re-Negotiation	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods.	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods & any period extended by the bank	Clause stands as per RFP.
89	52	30. Exit Option & Contract Re-Negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable 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 equipment 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.	 The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality <u>before contract sign off</u> . The Bank shall have the option of purchasing the equipment 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.

90	53	30 .Exit Option & Contract Re-Negotiation	As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.	As aforesaid the Bank would procure the equipment from the third party before contract sign off only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.	Clause stands as per RFP.
91	53	31. Termination for Convenience	The Bank, by written notice sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank"s convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.	(1) Termination for convenience can be subject to Bank giving 90 days notice (2) In the event of Termination, EIT will invoice and Bank will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees 3) In the event that the Bank fails to pay any undisputed amount in respect of the services within 60 days from the date of invoice may terminate the contract or suspend services.	Clause stands as per RFP.
922	55	36. Termination	36. Termination UCO BANK reserves the right to cancel the work/purchase order 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.	36. Termination UCO BANK reserves the right to cancel the work/purchase order 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 material the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder and beyond the extension of 30 days cure period granted by the bank.	Clause stands as per RFP.
93	55	36. Termination	c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.	c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. applicable to its scope of work.	Clause stands as per RFP.
94	55	36. Termination	h) After award of the contract, if the selected bidder does not perform satisfactorily....	Bidder request deletion of wordings satisfactorily as it is very subjective and open ended.	Clause stands as per RFP

95	56	37.Compliance with Applicable Laws of India	<p>The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p>The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or <u>applicable to them</u>, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	Clause stands as per RFP.
96	56	37. Compliance with Applicable Laws of India	<p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or</p>	<p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project applicable to its scope of work or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations pertaining to Bidder's scope of work arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.</p>	Clause stands as per RFP.

			failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.		
97	57	39. Termination for Default	39. Termination for Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	39. Termination for Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement	Clause stands as per RFP.
98	61	45. Limitation of Liability	45. 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.	Limitation of Liability Bidder's aggregate liability under the contract shall be limited to a maximum of the annual contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity.	Clause stands as per RFP.
99	62	Annexure – I 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 along with Bidder's response & assumptions set forth in it, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.	Clause stands as per RFP.
100	66	Annexure – IV Format of Bank Guarantee (EMD)	2. 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	2. 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 a mutually agreed contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently	Clause stands as per RFP.

101	68	Annexure –V PROFORMA FOR PERFORMANCE BANK GUARANTEE	5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement / we shall not be relieved from our liability by reason of any variation,	Contract terms once signed cannot be varied.	Clause stands as per RFP.
102	71	Annexure –VI Undertaking by the bidder	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP	We hereby agree to comply with all the mutually agreed terms and conditions / stipulations as contained in the RFP	Clause stands as per RFP.
103	72	Annexure-VII Undertaking for Non-Blacklisting / Non- Debarment of the bidder	c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank.	c) Further, we hereby undertake and agree to abide by all mutually agreed: terms and conditions and guidelines stipulated by the Bank.	Clause stands as per RFP.
103	73	Annexure - VIII Undertaking to abide by all by-laws / rules / regulations	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP	We hereby agree to comply with all the mutually agreed terms and conditions / stipulations as contained in the RFP	Clause stands as per RFP.
104	73	Annexure - VIII Undertaking to abide by all by-laws / rules / regulations	We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/4354/2019-20 Date: 27.11.2019 including all annexure, addendum, corrigendum and amendments, if any	We hereby undertake and agree to abide by all the mutually agreed terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/4354/2019-20 Date: 27.11.2019 including all annexure, addendum, corrigendum and amendments, if any	Clause stands as per RFP.

105	73	Annexure - VIII Undertaking to abide by all by-laws / rules / regulations	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.	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 applicable to Bidders scope of work.	Clause stands as per RFP.
106	74	Annexure – IX Undertaking for Central Minimum Wages Act & Labour Laws	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP.	We hereby agree to comply with all the mutually agreed terms and conditions / stipulations as contained in the RFP	Clause stands as per RFP.
107	76	Annexure –XI Undertaking for Price Validity	If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.	If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as mutually agreed per mentioned in RFP.	Clause stands as per RFP.
108	77	Annexure – XII Undertaking for No Deviation	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	We hereby agree to comply with all the mutually agreed 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 other than	Clause stands as per RFP.

			Bank"s decision not to accept any such extraneous conditions and deviations will be final and binding on us.	assumptions as set forth in our Bid response.	
109	81	Annexure – XVI PRE CONTRACT INTEGRITY PACT 10. 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 or Coal India Ltd and its subsidiaries 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 having same scope of work, payment terms and other applicable terms & conditions, at a price lower than that offered in the present process in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries 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.	Clause stands deleted.
110	88	Annexure – XVII NON- DISCLOSURE AGREEMENT	(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.	Bidder had given indemnity undertaking at various places of contract and hence a specific undertaking shall not be issued separately by the Bidder.	Clause stands as per RFP
111	109	Annexure – XXI Masked Commercial Format	We hereby agree to abide by all the terms and conditions mentioned in the Bank"s RFP dated XX.XX.2019 and subsequent pre-bid and amendments.	We hereby agree to abide by all the mutually agreed terms and conditions mentioned in the Bank"s RFP dated XX.XX.2019 and subsequent pre-bid and amendments.	Clause stands as per RFP

112	110	Annexure – XXII COMMERCIAL BID	This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2019 and subsequent pre-bid and amendments.	This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected. We hereby agree to abide by all the mutually agreed terms and conditions mentioned in the Bank's RFP dated XX.XX.2019 and subsequent pre-bid and amendments.	Clause stands as per RFP
113	33	Scope of Work - IV	The Licensing of Solution Server (hardware, software and application) and licensing of proposed security Software shall continue 6 months further to the expiry of contract period so that the solution remains fully functional within the transition period. Extending the services of Bidder shall solely depend upon the performance of the Bidder.	Should the commercials include the cost of the solution for additional 6 months post the 2+3 year period? Or will the bank issue a separate PO for the additional 6 months at its own discretion?	Clause is Self-explanatory.





Department of Information Technology

Request for Proposal (RFP) For Security Solution Provider for Mobile Banking Application

RFP Ref No: DIT/BPR&BTD/OA/4354/2019-20 Date: 27.11.2019

Amendments, Addendums and Corrigendum's

PART-I

3. Eligibility Criteria

SI No.	Original Clause	Revised Clause
Clause-5	The bidder should have minimum two years of experience in implementation of the proposed product / solution in any Public Sector Bank / Govt. Organization/ Commercial Bank / RRBs / BFSI in India.	The bidder should have minimum one years of experience in implementation of the proposed product / solution in any Public Sector Bank / Govt. Organization/ Commercial Bank / RRBs / BFSI in India.
Clause-6	The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI for at least two years.	The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI for at least one years.
Clause-7	Bidder should have implemented similar solution in at least one scheduled Commercial bank in India with Internet Banking customer base not less than 1000000 for last two years.	Bidder should have implemented similar solution in at least one scheduled Commercial bank in India with Internet Banking customer base not less than 400000 for last two years.

Part – IV Scope of Work

Project Timelines

Sl. No.	Activity	Time Period for completion
1	Supply and delivery of equipment for the proposed solution and servers	4 weeks from date of PO
2	Designing the architecture of the solution as per the requirement of the Bank and doing necessary integrations	4 weeks from date of PO
3	Complete Installation of the solution and rollout	4 weeks from Supply and delivery of equipment for the proposed solution and servers

Additional Clause

- **Mobile App Shielding**



1. The solution shall protect mobile application against screen shot or screen mirroring on runtime basis.
2. The solution shall not require separate application or agent to be installed on mobile device in order to protect mobile application.
3. The solution shall protect mobile application against untrusted keyboard application on runtime basis.
4. The solution shall protect mobile application against untrusted screen reader on runtime basis.

- **Authentication Server**

1. The Authentication Server should support integration of Supports HSM for providing security to data storage.
2. The solution should support real Time replication between the database of primary and Secondary Server. The Authentication Server should support replication both ways i.e from primary server to secondary server and Vice Versa on real time basis.

- **Client Authenticator**

The Solution should provide Soft token protected from run time attacks such as jailbreak/root detection, code-injection, hooking frameworks, screen mirroring. The Soft Token should Provide customised OTP life expectancy for the generating the OTP.

REVISED COMMERCIAL BID**Table 1: Hardware Costs for DC & DR**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB)	GST%
1	Data Centre (DC)				
	Server				
	Rack				
	Storage				
	Switch				
	Other (if any, pls specify)				
2	Data Recovery (DR)				
	Server with Operating System				
	Rack				
	Storage				
	Switch				
	Other (if any, pls specify)				
3	TOTAL COST				

Table 2: Software Costs for DC & DR

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB)	GST%
1	Data Centre (DC)				
	Database Management System				
	Application Software				
	Others (if any, pls specify)				
2	Data Recovery (DR)				
	Database Management System				
	Application Software				
	Others (if any, pls specify)				
3	Operating System of Server				
4	TOTAL COST				

Table 3: Training, Implementation & Integration

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost excluding GST (C=AXB)	GST%
1	One-time Implementation cost (DC, DR, UAT)	1			
2	Integration cost	1			
3	TOTAL COST				

Table 4: Annual Technical Support (ATS)

SI No	Description	Qty (A)	Year 2		Year 3		Year 4		Year 5		GST %
			Unit Cost (B)	Total Cost (C=AXB)	Unit Cost (B)	Total Cost (C=AXB)	Unit Cost (B)	Total Cost (C=AXB)	Unit Cost (B)	Total Cost (C=AXB)	
1	Database Management System										
2	Application Software										
3	Operating System of Server										
4	Others (if any, pls specify)										
5	TOTAL										
6	TOTAL COST FOR 5 YEARS = TOTAL of (Year 2 + Year 3 + Year 4 + Year 5)										

Table 5: Annual Maintenance Cost (AMC)

SI N o	Description	Year 4			Year 5		GST%
		Qty (A)	Unit Cost (B)	Total Cost (C)	Unit Cost (B)	Total Cost (C)	
AMC of Hardware after completion of warranty period of 3 years							
1	Server						
2	Rack						
3	Storage						
4	Switch						
5	Others (if any, pls specify)						
6	TOTAL						
7	TOTAL COST FOR 5 YEARS = TOTAL of (Year 4 + Year 5)						

Table 6: Final Table to arrive at Total Cost of Ownership (TCO)

SI No	Description	Total Cost excluding GST (A)
1	Figure in SI No. 3 of Table 1	xx
2	Figure in SI No. 4 of Table 2	xx
3	Figure in SI No. 3 of Table 3	xx
4	Figure in SI No. 5 of Table 4	xx
5	Figure in SI No. 7 of Table 5	xx
6	TOTAL COST OF OWNERSHIP (TCO) in figures	xx
7	TOTAL COST OF OWNERSHIP (TCO) in words	xx

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO, Bank will have the right to correct the same and it will be binding upon our company. TCO will be calculated based on **Sl Nos. 6 & 7 of Column A in Table 6 (excluding GST)**.
- ii. 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. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. There is no commitment on minimum quantity of any line item to procure from the selected bidder.
- vii. 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.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. 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.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2019 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date:

Designation:

Name