



Department of Information Technology

Request for Proposal (RFP) For Supply, installation, implementation and maintenance of Patch Management for End Points & Servers

RFP Ref. No: DIT/BPR&BTD/OA/3800/2020-21 Date: 26.03.2021

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

Sl. No.	RFP No.	Page	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.		11	3 Eligibility Criteria	6. The solution offered by bidder must be working in 20000 endpoints of at least 1 BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India.	The solution offered must be working in 20000 endpoints of at least 1 BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India.	Clause stands as per RFP
2.		11	3 Eligibility Criteria	6. In case of Under Implementation, bidder has to submit certificate from organization detailing the implementation and mentioning that they have received order for implementation in at least 20000 endpoints.	In case of Under Implementation, bidder / OSD has to submit Purchase order copy/certificate from organization detailing the implementation and mentioning that they have received order for implementation in at least 20000 endpoints.	Clause stands as per RFP

3.	36		74. The successful bidder should have back to back agreement with the OEM for Hardware related issues	Request you to clarify if providing the underlying hardware to be supplied by the bidder or the bank will provide the underlying hardware. In case hardware being provided by the Bank, request you to remove all SLA and penalty T&Cs related to hardware.	Clause Clarified as: Hardware is to be supplied by the Bidder.
4.		General	Payment terms, SLA, and other T&Cs for hardware	The RFP has asked for hardware. Please provide the detailed BOM and specs for compliance.	This is to be provided by bidder as per their proposed solution.
5.	9	Cost of Tender documents	Rs.25,000/- (Rupees Twenty Five Thousand Only) with GST	Kindly clarify, Tender fee of 25000/- includes GST or bidder have to pay the GST separately with the mentioned tender fee.	It is to be clarified that Tender fee of Rs 25000/- is exclusive of GST.
6.	106	Annexure-XXIII	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.	Proper date is not reflecting on the mentioned annexure. Kindly clarify about the date.	It is to be clarified that: We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 26.03.2021 and subsequent pre-bid and amendments.
7.	107	Annexure-XXIV	Self-Certificate for Local Content	As per our understanding, if the bidder is not the OEM, then they don't have to submit this annexure. This annexure is applicable Only for the OEMs participating in this tender. Kindly confirm.	It is to be clarified that Self Certificate for Local content is to be submitted by the OEM.
8.	83	Annexure - XIV	Undertaking for Authorization	As per our understanding, This annexure is applicable Only for the OEMs participating in this tender.	Kindly note that subject annexure is to be submitted by the OEM.

				Kindly confirm.	
9.	45	9 (iv) & (vii)	<p>In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p>	<p>Requesting you to modify the Clause as under:</p> <p>vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder subject to maximum 5% of the differential cost of undelivered materials.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days' notice and an opportunity of being heard for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order subject to maximum 5% of the differential cost of undelivered materials or unperformed services. This clause is applicable, if for any reason, the order is cancelled.</p>	Clause stands as per RFP
10.	46	9 (viii)	UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills	Requesting you to delete Set off clause	Clause stands as per RFP

			and /or invoking the Bank Guarantee under this purchase order.		
11.	54	23	<p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <p>I) In case the selected bidder fails to deliver the ordered hardware, software , services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order.</p>	<p>Requesting you to modify the Clause as under:</p> <p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <p>I) In case the selected bidder fails to deliver the ordered hardware, software , services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 5% of the differential cost of original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 5% of the differential cost of original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any</p>	Clause stands as per RFP

			<p>This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p>	<p>reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract post a cure period and post being mutually agreed, from any amount outstanding to the credit of the bidder, including the bills.</p>	
12.	55	23 (IV)	<p>In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p>	<p>Requesting you to modify the Clause as under:</p> <p>In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, post adjusting any outstanding dues till the effective date of cancellation.</p>	Clause stands as per RFP

13.	55	24	<p>INDEMNITY</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>a) an act or omission of the service provider and /or its employees, agents, subcontractors in performance of the obligations under this RFP; and/or</p> <p>b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,</p> <p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p>d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.</p>	<p>Requesting you to modify the Clause as under:</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against actual and proven claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from</p> <p>a) grossly negligent act or willful omission of the service provider and /or its employees, agents, subcontractors in performance of the obligations under this RFP; and/or</p> <p>b) breach of any representation or false representation or inaccurate statement or assurance or covenant</p> <p>d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or</p>	Clause stands as per RFP
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			<ul style="list-style-type: none"> ♦ Negligence or gross misconduct attributable to the Vendor, its employees, and agents ♦ Breach of any terms of RFP, Representation or Warranty ♦ Act or omission in performance of service. 		
14.	56	24	<p>Further,</p> <p>I. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However</p>	<p>Requesting you to modify the Clause as under:</p> <p>Further,</p> <p>I. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p>	Clause stands as per RFP

			indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.		
15.	58	29	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	Requesting you to delete the Clause.	Clause Stands as per RFP
16.	59	29	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services.	Requesting you to modify the Clause as under: Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. Except for disputes arising due to the non-payment of fees for the services rendered by the bidder under the RFP. Likewise Bank shall not with hold any payments due to the bidder pending the resolution of the dispute between the Parties.	Clause Stands as per RFP
17.	59	30	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	Requesting you to modify the Clause as under: g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule,	Clause Stands as per RFP

			<p>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>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>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 by giving 30 days prior written notice to the selected bidder. The liability of selected bidder under this clause shall not exceed 5% of the differential cost undelivered resources.</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. However, the liability of selected bidder under this clause shall not exceed 5% of the differential cost unperformed services or undelivered material. 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>i) UCO BANK reserves the right to recover any dues payable by the selected Bidder post a cure period and post being mutually agreed from any amount outstanding to</p>	
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				the credit of the selected bidder, including the adjustment of pending bills.	
18.	63	39 (e)	<p>The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract / Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.</p>	<p>Requesting you to modify the Clause as under:</p> <p>Except for disputes arising due to the non-payment of fees for the services rendered by the bidder under the RFP, the Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract / Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Likewise Bank shall not withhold any payments due to the bidder pending the resolution of the dispute between the Parties.</p>	Clause Stands as per RFP
19.	64	42	<p>34. LIMITATION OF LIABILITY</p> <p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and</p>	<p>Requesting you to modify the Clause as under:</p> <p>34. LIMITATION OF LIABILITY</p> <p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project</p>	Clause Stands as per RFP

			<p>shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>iii. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c) damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</p>	<p>cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose</p>	
20.	95	10 of NDA	<p>10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3)</p>	<p>Requesting you to modify the Clause as under:</p> <p>10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this</p>	Clause Stands as per RFP

			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).	Agreement shall survive for a period of three (3) years from the date of expiry or termination of this Agreement (except for personal customer data which shall remain confidential forever).	
21.	NA			<p>Requesting you to add the Clause as under:</p> <p>Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.</p>	Bank will not entertain any additional clause.
22.	NA			Requesting you to add the Clause as under:	It is to be clarified that Query / Suggestion is not admissible.

				Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	
23.	42	6	TERMS OF PAYMENT	<p>Requesting you to modify the Clause as under:</p> <p>A. Hardware:</p> <p>i. 95% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank.</p> <p>ii. 3% of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 2% of the order value (i.e. the residual amount) will be paid after 3 months of successful</p>	Clause stands as per RFP

				<p>Go-Live of the project.</p> <p>B. Software:</p> <p>i. 40% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. The payment will be made on receipt of the invoices along with duly Completion Certificate.</p> <p>ii. 50% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iii. Remaining 10% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p> <p>AMC for Hardware shall be paid in quarterly advance basis.</p> <p>vii. ATS on software item shall be paid in quarterly advance basis.</p> <p>viii. Payment for FM services shall be paid in quarterly advance basis.</p>	
24.	42	7	Uptime & Penalty	<p>Requesting you to modify the Clause as under:</p> <p>Maximum penalty and Liquidated Damages under all clauses to be capped @ 5% of overall monthly payout.</p> <p>Point 2 - 5% of Monthly Payout if</p>	Clause stands as per RFP

				<p>problem not resolved within 48 Hours.</p> <p>Point 3 & 4 -94.99% and less - 5% penalty</p> <p>Point 6 -The penalty will be restricted upto 5% of monthly FM Charges.</p>	
25.	45	8	Liquidated damages	<p>Requesting you to modify the Clause as under:</p> <p>Maximum penalty and Liquidated Damages under all clauses to be capped @ 5% of overall monthly payout.</p> <p>The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder post a cure period and post being mutually agreed by both parties. Bank may invoke the Bank Guarantee for further delay in in delivery & migration post mutual agreement</p>	Clause stands as per RFP
26.	47	16	TAXES	<p>Requesting you to modify the Clause as under:</p> <p>Point d - Any claims filed against The Bank, the cost to be borne by the selected bidder Bank. GST would be charged on all the services by the Bidder and would be payable by the Bank.</p>	Clause stands as per RFP
27.	42	6	Terms of Payment (Hardware & Software)	<p>We would request the bank to consider 70% on Delivery and 30 % on implementation. Considering the system integrator has to pay the</p>	Clause stands as per RFP

				complete amount against delivery, delay of payment will to the system integrator will unnecessarily incur cost of finance and this a higher TCO to the bank.	
28.	43	7	Uptime & Penalty	Kindly mention the requirement for onsite engineers to man and manage the solution. Kindly clarify on the manpower/Facility Management services. Are the personnel to be deployed supposed to be on direct payroll of the bidder organization? Kindly clarify.	Kindly refer the subject clause. It is to be clarified that any professional/ manpower deployed under the project are to be taken care by the bidder.
29.	General Clause		Additional Clarification	Kindly share the details on end point count across the country to understand the density in each region. This will help us to size up the infrastructure (Distribution network) in regional HQ.	It is to be clarified that necessary details will be shared with the successful bidder
30.	33	Scope of Work point no 1	Proposed patch management solution must offer all the patching, application/ software delivery, license metering and asset inventory management capabilities, for Windows and non-windows operating system. The OS may be all the flavors of Windows client OS(Windows 7 and above and all future versions), all flavors of Windows Server OS, all flavors of Linux Server OS, all flavor of UNIX server OS. Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.). All critical	<p>Unix is a old/ out dated technology and most OEMs don't develop technologies on them, leading to limitation of OEMs across.</p> <p>Requesting you to look into this clause for wider participation and enable prominent OEMs to participate.</p>	Clause stands modified as "Proposed patch management solution must offer all the patching, Application / software delivery, license metering and asset inventory management capabilities, for Windows and non-windows operating system. The OS may be all the flavours of Windows client OS(Windows 7 and above and all future versions), all flavours of Windows Server OS, all flavours of Linux Server OS. Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.). All critical

			application/software must also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture.		application/software must also be patched as soon as patch/upgrade is available. Solution must support Intel and AMD CPUs both x86 and x64 architecture."
31.	33	Scope of Work point no 15	Proposed solution should have the ability to throttle bandwidth, either statically or dynamically. The throttling capability must support up and down stream throttling for both the server and agents	Requesting UCO Bank to change the clause as "Proposed solution should have the ability to throttle bandwidth. The throttling capability must support up and down stream throttling for both the server"	Clause stands Modified as " Proposed solution should have the ability to throttle bandwidth. The throttling capability must support up and down stream throttling for both the server"
32.	34	Scope of Work point no 25	Proposed solution should support the IPv4 & IPv6	Requesting bank to change the statement as "Proposed solution should support the IPv4 or IPv6"	Clause stands modified as ""Proposed solution should support the IPv4 or IPv6"
33.	34	Scope of Work point no 35	Proposed solution should support rollback of patches and service packs applied	Vendor supported patches will be allowed to uninstall in windows machine considering most endpoint in banks run Windows.	Clause stands as per RFP
34.	34	Scope of Work point no 37	Proposed solution should support easy integration with enterprise Wide area Network (WAN) i.e. providing vulnerability assessment, device discovery etc. as per the IP address/host name/ domain	Vulnerability assessment doesn't depend on IP address/range. Devices can be discovered if they are added to the AD domain setup. Requesting Bank to modify the statement as. " Proposed solution should support easy integration with enterprise Wide area Network (WAN) i.e. providing vulnerability assessment, device discovery etc. as per the host name/ domain"	Clause stands as per RFP

35.	35	Scope of Work point no 44	Proposed solution should support regulatory specific reports	Please explain the list of regulatory reports mentioned. The bank can take a report of the specific standards through available reports.	It is to be clarified that Reports required by Regulators as per the format shared by them during audit
36.	36	Scope of Work point no 60	Proposed solution should allow console operators to export report in CSV, PDF,XLS & HTML format	Reports can be exported in PDF, CSV, XLSX formats. HTML format not yet supported. Requesting the bank to modify the statement as "Proposed solution should allow console operators to export report in CSV, PDF & XLS format"	Clause stands modified as "Proposed solution should allow console operators to export report in CSV, PDF&XLS"
37.	36	Scope of Work point no 66	Proposed solution should have automatic patch management and deploy patches for various platforms including Windows, Linux, Unix as per RFP	Request you to remove Unix from the list of platforms here.	Clause stands modified as: "Proposed solution should have automatic patch management and deploy patches for various platforms including Windows, Linux as per RFP"
38.	36	Scope of Work point no 69	In the proposed solution, reports should be downloaded in CSV, PDF, TXT and XML formats	Requesting bank to modify the statement as "In the proposed solution, reports should be downloaded in CSV, PDF, & XLSX formats"	In the proposed solution, reports should be downloaded in CSV/ PDF/ TXT / XLSX/ XML formats as per requirement of the Bank.
39.	10	Part I. 1.Introduction	"the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centers and 2500+ ATMs (including Biometric enabled	Please let us know the bandwidth connectivity between DC and Domestic branches. Please let us know if there are zonal offices between the DC and remote branches, if so, please specify the number of	It is to be clarified that at least 1 link should have 2Mbps bandwidth.

			ATMs),spread all over the country	zonal offices and the band width connectivity.	
40.	33	Scope of Work point no 10	Proposed solution should provide industry recognized vulnerability scanning and reporting for the purposes of integrated remediation of non-compliance	Please clarify if the proposed solution supports the industry standards like SCAP/OVAL/NIST compliance, Would this meet the requirement?	RFP Clause is self-explanatory
41.	34	Scope of Work point no 19	Proposed solution should have the ability to do centralized patch management for PCs, Servers, mobile device like Laptops and Surface Device	Please clarify that the mobile devices like laptops are nothing but laptops connected on internet. Please clarify the type of surface device and the OS running on these.	Mobile devices like Laptop/ Microsoft Surface devices having Windows OS; may be connected to Bank's intranet or proxy based internet shall be considered under this project.
42.	34	Scope of Work point no 27	Latest fixes/ updates should automatically be downloaded to the patch management server on the same day that the patch is made available on software vendors' websites.	Kindly clarify If the patch is downloaded by a manual policy trigger from the product console by specifying the security bulletins and then the acquisition job is totally automated. Would this meet the requirement?	RFP Clause is self-explanatory
43.	34	Scope of Work point no 34	Proposed solution should support event-driven remediation i.e. automatically initiate the process on receipt of a critical patch	Kindly clarify If on receipt of a critical patch, tool can trigger a job for remediation, would this meet the requirement?	RFP Clause is self-explanatory
44.	34	Scope of Work point no 37	Proposed solution should support easy integration with enterprise Wide area Network (WAN) i.e. providing vulnerability assessment, device discovery etc. as per the IP address/ hostname/ domain	Please let us know the scope of integration and the use cases of the integration for vulnerability assessment, device discovery tools.	Clause clarified as "Vulnerability scanning should be done and on the basis of scanning, system should be able to identify which patches to be deployed"

45.	35	Scope of Work point no 45	Proposed solution should be able to manually group computers together for deployment of patches. Proposed solution should provide the ability to dynamically group computers base do n asset and software information	Kindly clarify if the Solution provides the functionality to create only manual groups, would this meet the requirement?	RFP Clause is self-explanatory
46.	35	Scope of Work point no 46	Proposed solution should support the grouping of patches into a 'baseline' which can take the form of monthly patch bundle e.g. 'Critical Patches'	Kindly clarify if the patch management supports manually downloading of the critical patches and creating a patch library, would this meet the requirement?	RFP Clause is self-explanatory
47.	35	Scope of Work point no 50	Proposed solution should be able to identify the computers that have installed the patch that is to be rolled back on need basis and roll backup dated patches on need basis.	Kindly clarify If the patch management solution supports filtering by patch (KB article) and un-installation of this patch (KBarticle) through the manual policy, Would this meet the requirement?	RFP Clause is self-explanatory
48.	35	Scope of Work point no 56	Proposed solution should allow the console user to deploy actions to remediate against the vulnerabilities identified	Kindly clarify If the proposed patch management solution provides insights of missing patches on corresponding endpoints, Would this meet the requirement? If not, please clarify the list of vulnerabilities to be identified	RFP Clause is self-explanatory
49.	35	Scope of Work point no 57	Proposed solution should have the dashboard to drill down to show details for both compliant and non-compliant systems, including but not limited to , non compliant controls, component name, category, identifier and type	Kindly clarify, If the proposed patch management solution provides compliant and non-compliant systems based on patch baseline, Would this meet the requirement? Please clarify the details of non compliant controls, component	RFP Clause is self-explanatory

				name, category, identifier and type	
50.	35	Scope of Work point no 58	In the proposed solution, information reported should not be more than 1-7 days old for devices that are active on the network	Please let us know if the requirement is to report the devices which are connected not more than 7days old?	RFP Clause is self-explanatory
51.	36	Scope of Work point no 63	Proposed solution should allow console operator to trigger alerts when user defined conditions are met	The proposed solution provides the functionality to send an e mail notification. Will this suffice the requirement?	Primarily email alert will suffice however Bank may ask for additional mode of alert viz. SMS Alert; if required.
52.	36	Scope of Work point no 67	In the proposed solution reports should be scheduled to be run and sent to administrators at specified times and intervals	If the proposed solution provides the functionality to run the reports on demand and notify administrators through emails, would this meet the requirement?	RFP Clause is self-explanatory
53.		Scope of Work point no 72	Vendor should provide interface to integrate to multiple monitoring and reporting tools.	Please let us know the reporting and monitoring tool with which patch management tool needs to be integrated. Also specify the scope and use cases for integration.	Clause Clarified as “ Integration with SIEM should be supported “
54.	39	3. Delivery Schedule of Implementation#2	Installation and implementation of hardware and its related software, software licenses for Patch Management solution Installation and implementation of Patch Management solution–Within 4 weeks of date of hardware delivery.	Installation and implementation of patch management solution delivery will be 4weeks after the pre-requisites readiness of network access, server hardware and software. Need clarification.	Clause stands modified as : Installation and implementation of hardware Installation and implementation of Patch Management solution–Within 8 weeks of date of hardware delivery
55.	40	3. Delivery Schedule of Implementation#3	Completion of initial Implementation of Patch at endpoints/ nodes Within 6weeks of implementation of	This will be dependent on network access and bandwidth availability and wherever the above access is applicable ,the endpoints will be	Clause stands modified as : Completion of initial Implementation of Patch at

			patch management solution (Go-Live).	ready for go live. Please clarify	endpoints/ nodes Within 10 week of implementation of patch management solution (Go-Live).
56.	41	5.Warranty ,AMC,&ATS Software#4	<p>Less than 2Hr- Issue must be addressed and tentative timeline for resolution must be provided.</p> <p>After 2HrS up to 24HrS- Phone/online support including remote access assistance ,if required by Bank, to be provided for resolution.</p> <p>After 24 hrs up to 48 Hrs- Issue must be addressed with onsite support</p>	<p>Does the patch management solution support team need to provide the corresponding support level agreement for the timelines mentioned.</p> <p>Please clarify if the issue will be addressed in 2 hours and the resolution/restoration timeline mentioned below meets the requirement: Critical: Restoration time is 16 hours and resolution time is 10 business days. High: Restoration time is 5 business days and resolution time is 15 business days Normal: Restoration time is 10 business days and resolution time is scheduled private hot fix Low: Restoration time is 20 business days and resolution time is scheduled private hot fix</p>	RFP Clause is self-explanatory
57.	44	Uptime and penalty #7 Incident response	In-scope devices must be monitored on 24x7basis. All incidents must be categorized in 4 levels of severity viz. Critical, High, Medium and Low (in decreasing order of severity) . The severity rating of incidents will be defined in consultation with the selected Bidder by the Bank depending	<p>Does the patch management solution support team need to provide the corresponding support level agreement for the time lines mentioned.</p> <p>Please clarify if the issue will be addressed in 4 hours and the resolution/restoration timeline mentioned below meets the</p>	Service Level Agreement (SLA) to be signed by Selected bidder.

			<p>upon the business and compliance requirements. Closure of all incidences, once identified must be done as per the timelines given below:</p> <p>Critical events- within 4hours High events- within 12hours Medium and low events- within 24hours</p>	<p>requirement: Critical: Restoration time is 16 hours and resolution time is 10 business days. High: Restoration time is 5 business days and resolution time is 15 business days. Normal: Restoration time is 10 business days and resolution time is scheduled private hot fix Low: Restoration time is 20 business days and resolution time is scheduled private hot fix</p>	
58.	11 & 100	3 & Ann-XX	<p>The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20.</p> <p>The bidder should have a minimum annual turnover of Rs.8 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20.</p>	<p>There is a mismatch in annual turnover requirement.</p> <p>We would request you to kindly amend this as "The bidder should have minimum annual turnover of Rs. 60 Crore per year i.e. 2017-18, 2018-19 & 2019-20"</p>	<p>It should be read as "The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20." In Page No 11, Point NO 3 and Page No 100, Annexure XX</p>
59.	42	6 (A)	<p>i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank.</p>	<p>Request you to amend this as- 1.70% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed 2. 20% of order value along with GST on successful implementation of</p>	<p>Clause stands as per RFP</p>

			<p>ii. 40 % of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project</p>	<p>project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>3. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project</p>	
60.	42	6 (B)	<p>i. 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. 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 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iii. Remaining 50% of the total application cost &</p>	<p>Request you to amend this as-</p> <p>For License Part-</p> <ol style="list-style-type: none"> 1. 80% of the license cost against delivery of license 2. Rest 20% of the license cost against installation <p>For Implementation Part-</p> <ol style="list-style-type: none"> 1. 50% of the implementation cost against completion of 50% implementation 2. Remaining 50% of the implementation cost after full implementation and successful go live of the solution 	Clause stands as per RFP

			implementation cost after full implementation and successful go live of the solution		
61.	102	Technical Specs.	Bidder is responsible for providing necessary hardware, software and licenses in HA mode in DC, DR and UAT locations and should have N+1 redundancy in DC and DR.	What will be the total no. of UAT locations? What will be the total no. of H/W and S/W required at DC, DR & UAT locations & why this is required?	It is to be clarified that UAT Location will be Kolkata Only
62.	36	73	The proposed hardware and solutions should conform to best practices to ensure minimum 99.5% service availability.	Please give clarity on 99.5% SLA. This will help us provide respective recommendation for Dual connectivity, Underneath Storage Level Failure over, Instance Level Failover, etc.	The uptime of proposed solution including hardware, OS, DB, software application, Network equipment, etc. should be 99.5% on monthly basis.
63.	11	4	The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20	Requesting you to please consider minimum 100 Crore turnover in each Financial Year i.e. 2017-18, 2018-19 & 2019-20 . Considering the approx. bid value the Bidder should have that solvency for proper seamless execution	Clause stands as per RFP
64.	39	3	Supply & Delivery of Server hardware Within 4 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder	Requesting you to please consider the delivery period of Server hardware at least 10-12 weeks from the date of PO . Considering the current situation there are some challenges in logistics and supply chain. Therefore requesting you please consider and give a realistic	Clause stands modified as : Supply & Delivery of Server hardware Within 8 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder

				delivery timeline.	
65.	40	5	Standard Hardware AMC Rate (Minimum)	Bank should indicate the minimum AMC % for the said hardware. That means no body can quote below that AMC percentage.	Clause is self-explanatory
66.			Issue must be addressed with onsite support within 24-48 hours	Considering the current situation Bank should increase the window.	Clause stands as per RFP
67.			Hardware Payment Terms: i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank.	Requesting you to please consider the possible payment terms for the RFP. 70% at the time of Delivery at site , 25% at the time of Installation & rest 5 % after 5 months from the date of installation of hardware.	Clause stands as per RFP
68.			Software Payments Terms: 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and	Considering the current situation Bank should release at least 80% of the license cost at the time of delivery and rest 20% of the license cost and 80% of the Installation cost when the solution is 40%	Clause stands as per RFP

			<p>Servers). Post sanity testing and obtaining Signoff from the Bank. 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 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iii. Remaining 50% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p>	<p>implemented and the rest implementation cost can be paid once solutions 100% implemented.</p>	
69.	46	11	Price Validity	<p>Requesting you to please consider the price validity for 6 months from the date of PO for additional qty. order. As because USD to INR conversation is a challenge for all.</p>	Clause stands as per RFP
70.	60	34	CONSEQUENCES OF TERMINATION	<p>We are requesting Bank to give sufficient notice for fault rectification / cure period and cancel the contract .To cancel the remainder and pay to the supplier/s an agreed amount for partially completed delivery and services and for materials and parts</p>	Clause stands as per RFP

				previously procured by the Supplier/s.	
71.	64	40	ARBITRATION	During the arbitration proceedings and payment due to the Supplier by the Bank shall not be withheld, unless they are the subject matter of the arbitration proceedings.	Clause stands as per RFP
72.	RFP Page no. 11	Clause no. 3 Eligibility Criteria Point no. 4	The bidder should have a minimum annual turnover of Rs.20 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019 -20.	Request you to please exempt this clause for MSME as per the guideline of meeting of quality and technical specifications as per GFR-2017 (We have recently got the extension for Bank Of India Project)	Kindly refer Part II, Clause No 14 for exemption related to MSME bidders
73.	RFP Page no. 11	Clause no. 3 Eligibility Criteria Point no. 4	The Bidder/OSD should have experience of implementation of Patch management solution in 20000 windows end points in any BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India where the solution is successfully implemented or under implementation.	Request you to please relax this clause to 12000 endpoints	Clause stands as per RFP
74.	RFP Page no. 11	Clause no. 3 Eligibility Criteria Point no. 7	Bidder should have the following ISO or other security certification: ISO 9001, ISO 27001.	Request you to relax the security certification ISO 27001 clause for MSME.	Clause stands as per RFP
75.	RFP Page no. 13	Clause no. PART – II: INVITATION FOR BIDS AND INSTRUCTIO	A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along	Request you to relax this clause for MSME as per government guidelines	Kindly refer Part II, Clause No 14 for exemption related to MSME bidders

		NS TO BIDDERS Point no. 3	with a non-refundable fee of Rs. 25,000/- (Rupees Twenty-five thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.		
76.	RFP Page no. 14	Clause no. PART – II: INVITATION FOR BIDS AND INSTRUCTIO NS TO BIDDERS Point no. 4	<p>A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for a period of 2 years participation in the tendering process of the Bank in future, If</p> <p>a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or</p> <p>b) the Bidder is awarded the Contract and fails to sign the Contract; or</p> <p>c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or</p> <p>d) 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</p>	Request you to relax this clause for MSME as per government guidelines (NSIC)	Kindly refer Part II, Clause No 14 for exemption related to MSME bidders

			material information; or e) the Bidder fails to submit the requisite documents as per the tender specification; or f) the Bidder violates any of the provisions of the terms and conditions of this tender specification. The Bid Securing Declaration shall be submitted as per the format at Annexure-V.		
77.	RFP Page no. 33	Clause no. PART – IV: Scope of Work Point no. 10	Proposed solution should provide industry recognized vulnerability scanning and reporting for the purposes of integrated remediation of non-compliance	This Is the VAPT tools Functionality, the tools can have a seamless integration with our patching solution. It can be easily integrated with third party application like Nessus, Rapid 7, Qualys. Request bank to modify the clause. "Patching Solution can be integrated with the VAPT solutions" Also need to know which VAPT tools bank currently have ?	Information on VAPT tools will be shared with selected bidder only.
78.	RFP Page no. 34	Clause no. PART – IV: Scope of Work Point no. 19	Proposed solution should have the ability to do centralized patch management for PCs, Servers, mobile device like Laptops and Surface Device	Need Clarity on Surface Device with example	It is to be clarified that Surface Device refers to Microsoft surface
79.	RFP Page no. 34	Clause no. PART – IV: Scope of Work Point no. 34	Proposed solution should support event-driven remediation i.e. automatically initiate the process on receipt of a critical patch	Critical patch Event not triggered but Patch Catalog update status can be shared	Clause stands as per RFP
80.	RFP Page no. 35	Clause no. PART – IV: Scope of Work Point	The reporting module should contain, but not limited to, the following reports: (iii) Number of vulnerabilities	Vulnerability Scan is not in Product this should be done by third party application like Nessus, Rapid 7, Qualys	The solution should get integrated with VAPT tool and provide report.

		no. 59	detected by month;		
81.	RFP Page no. 33	Clause no. PART – V: Delivery Schedule of Implementation Point no. 3 (1)	Supply and delivery of Server hardware and its related software, software licenses for Patch Management solution. Within 4 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder	We request Bank to please extend the timeline of hardware delivery from 6-8 weeks due to Pandemic situation Hardware which is getting manufactured in America needs 6-8 weeks of lead time to delivered	Clause stands modified as : Supply & Delivery of Server hardware Within 8 weeks from the date of issuance of the Purchase Order (PO) to the successful bidder
82.	RFP Page no. 42	Clause no. PART – V: Payment Terms & Conditions : B (Software) Point no. i	25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. The payment will be made on receipt of the invoices along with duly Completion Certificate.	We request bank to modify this clause. 50% of the total application cost along with GST and other applicable duties on actual basis will be paid on delivery of the software licenses in the name of the bank. As we need to pay Software/application cost to OEM within 30days	Clause stands as per RFP
83.	RFP Page no. 42	Clause no. PART – V: Payment Terms & Conditions : B (Software) Point no. ii	25% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank	40 % of the application cost and implementation cost along with GST after successful implementation on completion of 40% Implementation of Patch Management (Endpoints and Servers). As it will streamline our cash flow to better manage.	Clause stands as per RFP
84.	RFP Page no. 42	Clause no. PART – V: Payment Terms & Conditions : B (Software) Point no. iii	Remaining 50% of the total application cost & implementation cost after full Implementation and successful go live of the solution.	Remaining 10% of the application and implementation cost along with the GST will be paid after 3 months of successful Go-Live of the project	Clause stands as per RFP

85.	General clause		additional clarification	Kindly share the details on count of the remote office with the end point count to factor the local distribution servers	It is to be clarified that count of remote office with the end point count is almost 3500
86.	35	ScopeOf Work#58	In the proposed solution, information reported should not be more than 1-7 days old for devices that are active on the network	Please let us know if there requirement is to Report the devices which are connected not more than 7 days old?	Clause clarified as " 7days data should be made available at the dashboard"
87.	Page 11	Part 1- Point 3	The Bidder/OSD should have experience of implementation of Patch management solution in 20000 windows end points in any BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India where the solution is successfully implemented or under implementation.	Requesting you to provide user count 12000.	Clause stands as per RFP
88.	33	Part IV-1	license metering	There is feature called Software Metering in SCCM, no license metering. Software metering can be configured in SCCM for Licensed Software to get inventory for licensed software.	Proposed solution must adhere to the requirement mentioned in the RFP document and its subsequent corrigendum/ clarifications, if any.
89.	33	Part IV-1	all flavours of Linux Server OS, all flavour of UNIX server OS	Linux & Unix OS is not supported as per Microsoft	Clause stands as per RFP

90.	33	Part IV-1	Guest OS in VMs (Using any hypervisor like VMware/ Hyper V/ Citrix etc.)	Guest OS running on Windows OS is supported.	Clause is self-explanatory
91.	33	Part IV-4	Proposed solution should provide end-point security with automated OS and application patch management.	Would like to know about the application patch management in detail.	Clause is self-explanatory
92.	33	Part IV-5	Proposed solution should remedy vulnerabilities and enforce security policies.	Would like to know about this point in detail.	Clause is self-explanatory
93.	33	Part IV-7	Proposed solution should identify and download missing patches from vendors' websites	Would like to know list of vendors for patching	Please refer Scope of Work of RFP
94.	33	Part IV-14	Proposed solution should be capable of integrating with one or more Active Directory structures whenever required	Which one or more integration for Active Directory Structures?	Captioned clause refer to the Active Directory Structure implemented in the Bank.
95.	33	Part IV-16	Proposed solution should be capable of using existing client computers as distribution points at remote sites without the need of allocating dedicated servers.	Supported client OS for Distribution Point is minimum Windows 10.	Query is not admissible vis-à-vis referred clause
96.	34	Part IV-23	Proposed solution should provide easy to use in-place upgrade procedures for all	Does In-place upgrade procedures required for OS upgrade for Windows 7, 8 & 8.1 devices to	It refer to all OS covered under Scope of Work

			components through the console	Windows 10 or Feature update for Windows 10 devices or both	
97.	34	Part IV-24	Proposed solution should have native support for high level of encrypted communications without any dependency on additional software, hardware, third party certificates or Certificate Authority	For https/encrypted communication , PKI certificates are required from Root CA or third-party.	All such requirements are to be taken care by the bidder
98.	34	Part IV-30	If any information or payload (e.g. Patch Metadata or Patch binaries) is downloaded from internet, then the integrity of all such content must be verified by the proposed solution using checksums to ensure that the content downloaded has not been modified or corrupted. File checksums and file sizes must be compared to make sure that the downloaded file is intact and unchanged	There is no mechanism in SCCM. WSUS is used for patch downloading in SCCM.	Bank's requirement is clearly spelt out. Bidder has to propose solution for the same.
99.	35	Part IV-51	Proposed solution should be able to provide real-time (within minutes) patch deployment status monitoring	Real time monitoring is not possible within Minutes as it takes time to accumulate data.	RFP Clause is self-explanatory.
100.	35	Part IV-57	Proposed solution should have the dashboard to drill down to show details for both	Such type of dashboard is not available in SCCM by default. Need customization.	Bank's requirement is clearly spelt out. Proposed solution must meet the same.

			compliant and non-compliant systems, including but not limited to, non-compliant controls, component name, category, identifier and type		
101.	36	Part IV-71	The proposed solution should support proper business continuity plan.	HA (High Availability) needs to be configured for DR Drill & BCP (Business Continuity Plan).	RFP Clause is self-explanatory
102.	37	Onsite Support	VAPT closure	If planning to have Health Assessment i.e. VAPT from Microsoft for SCCM, we need to take Microsoft support	RFP Clause is self-explanatory
103.	43	Part V - 7.4	Endpoint compliance level	Even Microsoft doesn't guarantee 99%. Around 90% is Achievable.	RFP Clause is self-explanatory
104.	42	Part V - 6	<p>Payment Terms:</p> <p>A. Hardware:</p> <p>i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User</p>	For Delivery of Software & Hardware delivery 100% payment within 30 days. Rest Service delivery as mentioned in the tender.	Clause stands as per RFP

			<p>Acceptance Report signed by an authorised official of the bank.</p> <p>ii. 40 % of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.</p> <p>B. Software:</p> <p>i. 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. The payment will be</p>		
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			<p>made on receipt of the invoices along with duly Completion Certificate.</p> <p>ii. 25% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iv. Remaining 50% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p> <p>v. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.</p> <p>vi. The Bidders should note that the contract entered with the successful bidder will be for implementation and</p>		
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			<p>post go-live period of 3 years (1 year warranty & 2 years ATS), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to re-negotiate the prices/ terms and conditions.</p> <p>vii. AMC for Hardware shall be paid in quarterly arrear basis.</p> <p>viii. ATS on software item shall be paid in quarterly arrear basis.</p> <p>ix. Payment for FM services shall be paid in quarterly arrear basis</p>		
105.	42	6, Part V	<p>Terms of Payment</p> <p>A. Hardware</p> <p>I. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late</p>	<p>Request you to modify the clause as:</p> <p>i) 90% will be released on delivery Hardware</p> <p>ii) 10% payment shall be released after completion of implementation or on submission of Bank Guarantee issued by a PSU Bank for equivalent amount</p>	Clause stands as per RFP

			<p>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.</p> <p>ii. 40 % of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP.</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.</p>		
106.	42	6, Part V	<p>Terms of Payment</p> <p>B. Software</p> <p>i. 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity</p>	<p>Request you to modify the clause as:</p> <p>i) 90% will be released on delivery of Software</p> <p>ii) 10% payment shall be released after completion of implementation or on submission of Bank Guarantee issued by a PSU Bank for equivalent amount</p>	Clause stands as per RFP

			<p>testing and obtaining Signoff from the Bank. The payment will be made on receipt of the invoices along with duly Completion Certificate.</p> <p>3. 25% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>4. Remaining 50% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p>		
107.	42	6, Part V	<p>Terms of Payment</p> <p>vi. AMC for Hardware shall be paid in quarterly arrear basis.</p> <p>vii. ATS on software item shall be paid in quarterly arrear basis.</p>	<p>Request you to modify the clause as:</p> <p>vi) AMC for Hardware shall be paid in quarterly arrear basis or 100% in advance on yearly basis on submission of Bank Guarantee issued by a PSU Bank for 10% of yearly AMC value</p> <p>vii) ATS on software item shall be paid in quarterly arrear basis or 100% in advance on yearly basis on submission of Bank Guarantee issued by a PSU Bank for 10% of yearly ATS value</p>	Clause stands as per RFP

108.	45	8, Part V	<p>LIQUIDATED DAMAGE</p> <p>Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.</p>	<p>Request you to modify the clause as:</p> <p>Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5 %(Half a percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the total cost of ownership.</p>	Clause stands as per RFP
109.	69	Annexure IV	Original Solution/Software Developer Authorisation Form (OSDAF)	Since Annexure III [Manufacturer Authorisation Form (MAF)] will be submitted, we request you to delete this Annexure	Clause stands as per RFP
110.	79	Annexure X	Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act & Labour Laws	<p>We've submitted this against other RFPs in the past. But is it relevant in such product?</p> <p>If no, request you to delete this Annexure please.</p>	Kindly note that bidder has to submit the said annexure with eligibility bid documents.
111.	103 & 105	Annexure XXII & Annexure XXIII	Masked Commercial Bid & Commercial Bid	<p>In Hardware Cost (A) section, particulars of Solution/Service is "Hardware/Appliance with OS and application licenses, for DC & DR and UAT with 3 years warranty and AMC cost (OS and Application must come with software assurance (SA) from OEM)".</p> <p>Cost of Hardware will be with 3-year</p>	It is to be clarified that AMC for two years is applicable after expiry of warranty period i.e. 3 years

				warranty. There is a confusion, if cost of AMC/ATS s to be considered. If so, that will be beyond 3-year contract of the project.	
112.	NIL		General Query	Quantity of License is mentioned to be 20000 for endpoints and 100 for servers. Is it likely to be split among more than 1 Bidders while procurement or the entire amount will be purchased through the L1 Bidder only?	Clause Clarified as " Solution will be procured through L1 Bidder Only"
113.		Eligibility criteria 5	The Bidder/OSD should have experience of implementation of Patch management solution in 20000 windows end points in any BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India where the solution is successfully implemented or under implementation.	We wish to inform you that we have installed our Patch Management in the ATM Terminal Solutions product supplied to our customers like Kotak Bank, IOB, Canara Bank etc. which are working on "Windows OS" platform. The cumulative count crosses 20,000, which is the requirement in the tender. Considering the facts stated above, we request you to allow us to bid with eligibility under point number 5 and 6, under "Eligibility Criteria	Clause stands as per RFP
114.		Eligibility criteria 6	The solution offered by bidder must be working in 20000 endpoints of at least 1 BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5	We wish to inform you that we have installed our Patch Management in the ATM Terminal Solutions product supplied to our customers like Kotak Bank, IOB, Canara Bank etc. which are working on "Windows OS" platform. The cumulative count	Clause stands as per RFP

			years in India.	crosses 20,000, which is the requirement in the tender. Considering the facts stated above, we request you to allow us to bid with eligibility under point number 5 and 6, under "Eligibility Criteria	
115.	NA	General Query	General Query	What is the current network architecture? Data Centers, HO, Branch offices, Connectivity between Branches (MPLS, LL etc.) Requesting to provide network diagram with above details.	To be shared with successful bidder
116.	NA	General Query	General Query	What is the minimum and maximum bandwidth between branch and data center or HO? Is there any branches outside India?	It is to be clarified that minimum bandwidth requirement is Up to 2 Mbps single/dual MPLS link
117.	NA	General Query	General Query	Are there any roaming/mobile users? If yes what would be total number of users?	It is to be noted that total number of users will be approx. 500
118.	10	2 Overview or Objective	Bank invites technically complete and commercially competitive proposals from reputed IT companies for supply, installation, implementation, maintenance of Patch Management solution for 20,000 end points and 100 Servers in the bank, in its offices spread all across the country.	Please confirm that the endpoints refers only desktops and laptops with Windows OS and Servers will be on Windows/Linux/Unix OS?	It is to be clarified that endpoints refers to desktops/laptops/iPADs/surface "
119.	11	3 Eligibility Criteria; Point 5	The Bidder/OSD should have experience of implementation of Patch management solution in 20000 windows end points in any BFSI/ PSB/ PSU/ Government Organization with	Requesting to please modify the clause as below to get more bidder for better solution and price reference. "The Bidder/OSD should have	Clause stands as per RFP

			at least 20000 endpoints during last 5 years in India where the solution is successfully implemented or under implementation.	experience of implementation of Patch management or IT Asset Management or both the solutions in 15000 endpoints in any BFSI/ PSB/ PSU/Government Organization with at least 15000 endpoints during last 5 years in India where the solution is successfully implemented or under implementation."	
120.	11	3 Eligibility Criteria; Point 6	The solution offered by bidder must be working in 20000 endpoints of at least 1 BFSI/ PSB/ PSU/ Government Organization with at least 20000 endpoints during last 5 years in India.	Requesting to please modify the clause as below to get more bidders for better solution and price reference. "The solution offered by bidder must be working in 15000 endpoints of at least 1 BFSI/ PSB/ PSU/ Government Organization with at least 15000 endpoints during last 5 years in India."	Clause stands as per RFP
121.	33	PART – IV; 1. SCOPE OF WORK; point 1	The OS may be all the flavours of Windows client OS(Windows 7 and above and all future versions), all flavours of Windows Server OS, all flavours of Linux Server OS, all flavour of UNIX server OS.	Windows 7 is end of life, hence to patch windows 7 OS patches need to buy additional license apart from the regular patch subscription license. Hence, requesting to remove Windows 7.	Clause modified as "The OS may be all the flavours of Windows client OS(Windows 10 and above and all future versions), all flavours of Windows Server OS, all flavours of Linux Server."
122.	33	PART – IV; 1. SCOPE OF WORK; point 5	Proposed solution should remedy vulnerabilities and enforce security policies.	Please specify what Security Policies referred here?	RFP Clause is self-explanatory
123.	42	TERMS OF PAYMENT	Hardware: i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing	Request the honourable tendering committee to modify this clause: Hardware: i. 80% of the order value along with GST and other applicable duties on actual basis will be paid on delivery,	Clause stands as per RFP

			<p>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.</p> <p>ii. 40 % of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.</p>	<p>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.</p> <p>ii. 10 % of order value along with GST on successful implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.</p>	
124.	42	TERMS OF PAYMENT	<p>Software:</p> <p>i. 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. The payment will be made on receipt of the invoices along with duly Completion Certificate.</p>	<p>Request the honourable tendering committee to modify this clause:</p> <p>Software:</p> <p>i. 50% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. The payment will be made on receipt of the invoices along with duly Completion Certificate.</p>	Clause stands as per RFP

			<p>ii. 25% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iii. Remaining 50% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p>	<p>ii. 30% of the total application cost & implementation cost on 90% Implementation of Patch Management (Endpoints and Servers) after obtaining Sign-off from the Bank.</p> <p>iii. Remaining 20% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p>	
125.	42	TERMS OF PAYMENT	ATS on software item shall be paid in quarterly arrear basis.	Request the honourable tendering committee to modify this clause: ATS on software item shall be paid quarterly in Advance.	Clause stands as per RFP
126.	10 to 12	Clauses 1 to 10 of Eligibility Criteria	Proof of documents to be submitted	We request the Bank to allow the Eligibility Criteria compliance basis the documentary evidence from the Bidder OR Bidder's Parent Company (in case the Bidder is a wholly owned subsidiary of parent company). Please confirm the acceptance of our request.	Clause stands as per RFP
127.	42	TERMS OF PAYMENT Hardware:	<p>A. Hardware:</p> <p>i. 50% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any.</p> <p>ii. 40 % of order value along with GST on successful</p>	<p>We would request the Bank to amend the Payment Terms as per the below mentioned suggested alternative:</p> <p>A. Hardware:</p> <p>i. 80% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, after realizing penalty charges for late delivery, if any.</p>	Clause stands as per RFP

			<p>implementation of project. OR on submission of Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 3% Security Deposit as mentioned in clause no. 9 of this RFP</p> <p>iii. Remaining 10% of the order value (i.e. the residual amount) will be paid after 3 months of successful Go-Live of the project.</p>	<p>ii. Balance 20 % of order value along with GST and other applicable duties on actual basis will be paid on implementation of the servers.</p>	
128.	42	TERMS OF PAYMENT Software:	<p>B. Software:</p> <p>i. 25% of the total application cost & implementation cost after completion of 40% Implementation of Patch Management (Endpoints and Servers). Post sanity testing and obtaining Signoff from the Bank. 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 90% implementation of Patch Management (Endpoints and Servers) after</p>	<p>We would request the Bank to amend the Payment Terms as per the below mentioned suggested alternative:</p> <p>B. Software License:</p> <p>i. 80% of the software license cost would be paid on delivery.</p> <p>ii. Remaining 20% of the software license cost would be paid after implementation of the solution at in-scope DC & DR locations.</p> <p>C. Implementation Charges:</p> <p>i. 50% of the implementation charges would be paid on completion of in-scope DC and</p>	Clause stands as per RFP

			<p>obtaining Sign-off from the Bank.</p> <p>iii. Remaining 50% of the total application cost & implementation cost after full implementation and successful go live of the solution.</p>	<p>DR locations.</p> <p>ii. 30% of the implementation charges would be paid on completion of 10,000 in-scope Endpoints.</p> <p>iii. Balance 20% of the implementation charges would be paid on completion of rest of the 10,000 in-scope Endpoints.</p>	
129.	42	iv. TERMS OF PAYMENT Software	<p>v. AMC for Hardware shall be paid in quarterly arrear basis.</p> <p>vi. ATS on software item shall be paid in</p> <p>vii. quarterly arrear basis.</p>	<p>viii. We would request the Bank to amend the Payment Terms as per the below mentioned suggested alternative:</p> <p>ix. AMC for Hardware shall be paid annually in advance basis.</p> <p>x. ATS on software item shall be paid annually in advance basis.</p>	Clause stands as per RFP