Addendum I dated 03-June-2023 (GeM Bid No. GEM/2023/B/3460972 dated 19-May-2023)

Sr.	Clause in RFP	Clarifications / Revisions in RFP
1	**8. Payment Terms** **b) Software Licenses Cost** -- • 30% of the license cost after implementation sign off from Bank. Implementation sign-off will be provided upon complete installation and configuration of XDR solution in the Bank. Sign Off in the form of Implementation Sign-off report should be signed by duly stamped and signed by bidder representative and Bank officials. --	**8. Payment Terms** **b) Software Licenses Cost** -- • 30% of the license cost after successful installation of the software and payable against acceptance sign-off in the form of acceptance report duly stamped and signed by the bidder representative and Bank officials. --
2	**Annexure 02 - Evaluation Terms** **1. Evaluation Process** **B. Technical Bid Evaluation** **Proof of Concept (POC)** -- 5. The vendor will have to bear all expenses incurred for POC. --	**Annexure 02 - Evaluation Terms** **1. Evaluation Process** **B. Technical Bid Evaluation** **Proof of Concept (POC)** -- 5. The vendor will have to bear all expenses incurred for POC, except travel and accommodation and other expenses incurred by the Bank employees. --
3	**Annexure 12 – Project Details & Scope of Work** **2. Scope of Work and Technical Features/Functionalities** -- Addition of New Clause --	**Annexure 12 – Project Details & Scope of Work** **2. Scope of Work and Technical Features/Functionalities** -- 2.59 Bidder has to ensure that upon termination of the contract, the complete data of the Bank stored by the proposed solution should be provided back to the Bank without any additional cost and irretrievably erased from OEM / its designated cloud service provider's end. --
3	**Annexure 12 – Project Details & Scope of Work** **3. FUNCTIONAL AND TECHNICAL SCORING SHEET** **Technical Requirements** --	**Annexure 12 – Project Details & Scope of Work** **3. FUNCTIONAL AND TECHNICAL SCORING SHEET** **Technical Requirements** --

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Sr.	Clause in RFP	Clarifications / Revisions in RFP
	36. The proposed solution should integrate with Bank's current and future IT and Security solutions including but not limited to Active Directory, SIEM, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy and Ticketing tool without any additional license / cost. --	36. The proposed solution should integrate with Bank's current and future IT and Security solutions including but not limited to Active Directory, SIEM, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy and Ticketing tool without any additional license / cost. The credentials of other IT and Security solutions (if any) stored by the proposed solution for the purpose of threat detection, protection and response should be encrypted as per industry standards. Credentials should not be stored in clear text. --
	39. The proposed solution should provide user / system risk score to assist security analysts in making informed decisions to remediate / block the threats. --	39. The proposed solution should provide user / system risk score or any alternate mechanism to assist security analysts in making informed decisions to remediate / block the threats. --
4	**Annexure 13 – Service Levels** -- The SLA charges will be subject to an overall cap of 10% of the ATS Charges & Onsite Support Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.90% for three (3) consecutive months, the Bank may have the right to terminate the contract. --	**Annexure 13 – Service Levels** -- The SLA charges will be subject to an overall cap of 10% of the Annual Subscription License Charges & Onsite Support Charges for each quarter and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.90% for three (3) consecutive months, the Bank may have the right to terminate the contract. --
	Annexure 18 – Integrity Pact **Section 8 - Independent External Monitor** -- (1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal (Email ID - dayalagra@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the	**Annexure 18 – Integrity Pact** **Section 8 - Independent External Monitor** -- (1) The BOB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Shri Umesh Kumar (Email ID: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (Email ID: sandeeptrip.ifs@gmail.com) appointed competent and credible Independent External Monitors for this Pact after approval by Central Vigilance Commission. The task of

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Sr.	Clause in RFP	Clarifications / Revisions in RFP
	parties comply with the obligations under this agreement. --	the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. --
	Annexure 02 - Evaluation Terms **1. Evaluation Process** **D. Weighted Evaluation** -- On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. As an example, the following procedure can be followed: A score (S) will be calculated for all qualified bidders using the following formula: $$\frac{C_{low}}{C} \times 100 + T(1-X)$$ C stands for discounted rate arrived basis of commercial evaluation; C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation. T stands for technical evaluation score and X is equal to 0.30. | #	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C$_{low}$ / C) x 100] x 0.30 (B)	Score (S = A +B)
---	---	---	---	---	---	---
1	AAA	75	**120**	52.5	25	77.5
2	BBB	80	100	56	**30**	86
3	CCC	**90**	110	**63**	27.3	**90.3** | In the above example, C$_{low}$ is 100.	**Annexure 02 - Evaluation Terms** **1. Evaluation Process** **D. Weighted Evaluation** -- Under weighted evaluation i.e. QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost shall be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. The decision of the Bank shall be final and

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Sr.	Clause in RFP	Clarifications / Revisions in RFP
	In the above example, CCC, with the highest score becomes the successful bidder. In case of more than one bidder with equal highest score (S) upto three decimal, then number of decimal will be increased. The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The proposal of H1 (Highest Bidder in Weighted Evaluation) shall be recommended for award of contract. --	binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. As an example, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid: $$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}}(1-X)$$ where C = Evaluated Bid Price C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids T = the total Technical Score awarded to the Bid T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids X = 0.30 The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid As an example, the following procedure can be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as 70:30 (Seventy: Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under A: 75 Marks B: 80 Marks C: 90 Marks

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Sr.	Clause in RFP	Clarifications / Revisions in RFP
		The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula T/T_{high}, the following technical points are awarded by the evaluation committee: A: 75/90 = 83 points B: 80/90 = 89 points C: 90/90 = 100 points The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under: A: Rs.120. B: Rs.100. C: Rs.110. Using the formula C_{low}/C, the committee gave them the following points for financial proposals: A: 100/120 = 83 points B: 100/100 = 100 points C: 100/110 = 91 points In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under: Proposal A: 83x0.30 + 83x0.70 = 83 points. Proposal B: 100x0.30 + 89x0.70 = 92.3 points Proposal C: 91x0.30 + 100x0.70 = 97.3 points. The three proposals in the combined technical and financial evaluation were ranked as under: Proposal A: 83 points: H-3 Proposal B: 92.3 points: H-2 Proposal C: 97.3 points: H-1

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Sr.	Clause in RFP	Clarifications / Revisions in RFP
		Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.
		The proposal of H1 (Highest Bidder in Weighted Evaluation) shall be recommended for award of contract.

Revised Annexure 14 (Masked Commercial Bid) & Annexure 15 (Commercial Bid) is enclosed as part of Addendum I.

Clarification of Pre-Bid queries is enclosed as Annexure – A.

All other Terms & Conditions shall remain same as per our Bid No. **GEM/2023/B/3460972 dated 19-May-2023** for Request for Proposal for Supply, Implementation and Maintenance of Extended Detection and Response (XDR) Solution.
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Revised Annexure 14 (Masked Commercial Bid) & Annexure 15 (Commercial Bid) as part of Addendum I
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GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023

Annexure 14 - Masked Commercial Bid

(Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)

Sr.	Description	Quantity	One Time Cost (OTC)	Year 1 Cost (Rs.)	Year 2 Cost (Rs.)	Year 3 Cost (Rs.)	Year 4 Cost (Rs.)	Year 5 Cost (Rs.)	Total Cost (Rs.)	GST Amount (Rs.)	Total Amount (including GST) in Rs.
1	XDR Solution Platform – Annual Subscription Cost	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
2	XDR Solution – Endpoint & Server Security Component Annual Subscription License Cost*	80,000	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
3	Network Detection and Response Component for 2.5 Gbps throughput at each DC and DR – Annual Subscription License Cost	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
4	Hardware Infrastructure Cost	-	0.00	X	X	X	X	X	0.00	0.00	0.00
5	Software License Cost and ATS Cost	-	0.00	X	0.00	0.00	X	X	0.00	0.00	0.00
6	One Time Implementation and Integration Cost	-	0.00	X	X	X	X	X	0.00	0.00	0.00
7	Onsite Support Cost**	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 3 years									**0.00**	**0.00**	**0.00**

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Revised Annexure 14 (Masked Commercial Bid) & Annexure 15 (Commercial Bid) as part of Addendum I
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GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023

OPTIONAL COMPONENTS / ITEMS#

Sr.	Description	Quantity	One Time Cost (OTC)	Year 1 Cost (Rs.)	Year 2 Cost (Rs.)	Year 3 Cost (Rs.)	Year 4 Cost (Rs.)	Year 5 Cost (Rs.)	Total Cost (Rs.)	GST Amount (Rs.)	Total Amount (including GST) in Rs.
1	XDR Platform – Annual Subscription Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
2	XDR Solution – Endpoint & Server Security Component Annual Subscription License Cost*	80,000	X	X	X	X	0.00	0.00	0.00	0.00	0.00
3	Network Detection and Response Component for 2.5 Gbps throughput at each DC and DR – Annual Subscription License Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
4	Hardware Infrastructure – AMC Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
5	Software License – ATS Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
6	Onsite Support Cost**	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
Total Cost of Optional Components / Items#									**0.00**	**0.00**	**0.00**

Onsite Support Cost - Details of L1, L2 and L3 Resource Cost (Per Resource Per Year)

Sr.	Description	Quantity	One Time Cost (OTC)	Year 1 Cost (Rs.)	Year 2 Cost (Rs.)	Year 3 Cost (Rs.)	Year 4 Cost (Rs.)	Year 5 Cost (Rs.)	Total Cost (Rs.)	GST Amount (Rs.)	Total Amount (including GST) in Rs.
1	1 L1 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	1 L2 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	1 L3 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*The quantity (Number of endpoints) mentioned are approximate and tentative in nature which will be considered for arriving at TCO for all evaluation purpose. However, Bank may or may not order any no. of these quantities during the tenure of the Contract Period at its own discretion. Payment for the license cost will

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be done on actual utilization basis, based on the unit cost. Unit cost of license will be arrived as "Annual Subscription Cost of the respective year / No. of Licenses". Cost of the Licenses will be applicable from the date of its usage in the production.

**Onsite support cost to be quoted by the bidder on the basis of indicative manpower requirement stated in Annexure 12 of this RFP. However, Bank will avail onsite support during the contract period as per requirement and as per the cost of L1/L2/L3 resource (per resource per year) quoted by the bidder. Bank has discretion to increase / decrease the number of onsite support engineers (L1 / L2 / L3) during the contract period as per requirement.

#Bank has the discretion to avail any / combination of the optional components as per the commercials provided and Bank may exercise this option as per requirement. Bank is not bound to purchase the optional components. **Cost of optional components / items will not be considered for TCO calculations.**

Annual Subscription cost should include all the applicable cost including but not limited to license cost, technical support cost and product upgrades or updates cost.

Licenses should be enterprise type license to be utilized/ deployed at Bank Branches/Offices in India & International territories, RRBs, Subsidiaries and associates both domestic & international and on Bank's assets.

The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes (of commercials document) and nothing to be inserted in boxes where X is mentioned.

Software License ATS for 1st year to be included in product warranty itself and bidder to quote for ATS from 2nd year onwards. Similarly, AMC for hardware for 3 years to be included in product warranty and bidder to quote AMC from 4th year onwards.

We abide by following terms and conditions:

a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
d. All Deliverables to be supplied as per RFP requirements provided in the tender.
e. The Service Charges need to include all services and other requirement as mentioned in the RFP
f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
g. All prices to be in Indian Rupee (INR) only.
h. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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i. One Time Implementation and Integration cost must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership). The Bank has discretion to avail any of the optional components / items as per Bank's requirement.

j. In the case of additional requirements desired by the Bank during the contract period over and above the quantity mentioned, the maximum order which the Bank can place would be an addition of 25% of the quantity for which contract is placed.

k. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

l. The bidders should quote the TCO for 3 years (including GST) in the Offer Price field on GeM portal and it should match with the financial breakup document submitted by the bidders on GeM portal. In case of any mismatch, the amount quoted in Offer Price field on GeM portal will be considered as final for QCBS calculations.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Signature of Authorized Signatory:
Authorized Signatory Name:
Designation:
Bidder's Corporate Name

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Annexure 15 - Commercial Bid

Any commercial bid submitted not in conformity with the commercial bid format or provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright. Commercial Bid must be submitted without any deviations and alterations.

Sr.	Description	Quantity	One Time Cost (OTC)	Year 1 Cost (Rs.)	Year 2 Cost (Rs.)	Year 3 Cost (Rs.)	Year 4 Cost (Rs.)	Year 5 Cost (Rs.)	Total Cost (Rs.)	GST Amount (Rs.)	Total Amount (including GST) in Rs.
1	XDR Solution Platform – Annual Subscription Cost	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
2	XDR Solution – Endpoint & Server Security Component Annual Subscription License Cost*	80,000	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
3	Network Detection and Response Component for 2.5 Gbps throughput at each DC and DR – Annual Subscription License Cost	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
4	Hardware Infrastructure Cost	-	0.00	X	X	X	X	X	0.00	0.00	0.00
5	Software License Cost and ATS Cost	-	0.00	X	0.00	0.00	X	X	0.00	0.00	0.00
6	One Time Implementation and Integration Cost	-	0.00	X	X	X	X	X	0.00	0.00	0.00
7	Onsite Support Cost**	-	X	0.00	0.00	0.00	X	X	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 3 years									**0.00**	**0.00**	**0.00**

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Revised Annexure 14 (Masked Commercial Bid) & Annexure 15 (Commercial Bid) as part of Addendum I
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OPTIONAL COMPONENTS / ITEMS#											
Sr.	**Description**	**Quantity**	**One Time Cost (OTC)**	**Year 1 Cost (Rs.)**	**Year 2 Cost (Rs.)**	**Year 3 Cost (Rs.)**	**Year 4 Cost (Rs.)**	**Year 5 Cost (Rs.)**	**Total Cost (Rs.)**	**GST Amount (Rs.)**	**Total Amount (including GST) in Rs.**
1	XDR Platform – Annual Subscription Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
2	XDR Solution – Endpoint & Server Security Component Annual Subscription License Cost*	80,000	X	X	X	X	0.00	0.00	0.00	0.00	0.00
3	Network Detection and Response Component for 2.5 Gbps throughput at each DC and DR – Annual Subscription License Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
4	Hardware Infrastructure – AMC Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
5	Software License – ATS Cost	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
6	Onsite Support Cost**	-	X	X	X	X	0.00	0.00	0.00	0.00	0.00
Total Cost of Optional Components / Items#									**0.00**	**0.00**	**0.00**

Onsite Support Cost - Details of L1, L2 and L3 Resource Cost (Per Resource Per Year)											
Sr.	**Description**	**Quantity**	**One Time Cost (OTC)**	**Year 1 Cost (Rs.)**	**Year 2 Cost (Rs.)**	**Year 3 Cost (Rs.)**	**Year 4 Cost (Rs.)**	**Year 5 Cost (Rs.)**	**Total Cost (Rs.)**	**GST Amount (Rs.)**	**Total Amount (including GST) in Rs.**
1	1 L1 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	1 L2 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	1 L3 Resource Cost	1.00	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*The quantity (Number of endpoints) mentioned are approximate and tentative in nature which will be considered for arriving at TCO for all evaluation purpose. However, Bank may or may not order any no. of these quantities during the tenure of the Contract Period at its own discretion. Payment for the license cost will

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be done on actual utilization basis, based on the unit cost. Unit cost of license will be arrived as "Annual Subscription Cost of the respective year / No. of Licenses". Cost of the Licenses will be applicable from the date of its usage in the production.

**Onsite support cost to be quoted by the bidder on the basis of indicative manpower requirement stated in Annexure 12 of this RFP. However, Bank will avail onsite support during the contract period as per requirement and as per the cost of L1/L2/L3 resource (per resource per year) quoted by the bidder. Bank has discretion to increase / decrease the number of onsite support engineers (L1 / L2 / L3) during the contract period as per requirement.

#Bank has the discretion to avail any / combination of the optional components as per the commercials provided and Bank may exercise this option as per requirement. Bank is not bound to purchase the optional components. **Cost of optional components / items will not be considered for TCO calculations.**

Annual Subscription cost should include all the applicable cost including but not limited to license cost, technical support cost and product upgrades or updates cost.

Licenses should be enterprise type license to be utilized/ deployed at Bank Branches/Offices in India & International territories, RRBs, Subsidiaries and associates both domestic & international and on Bank's assets.

The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes (of commercials document) and nothing to be inserted in boxes where X is mentioned.

Software License ATS for 1st year to be included in product warranty itself and bidder to quote for ATS from 2nd year onwards. Similarly, AMC for hardware for 3 years to be included in product warranty and bidder to quote AMC from 4th year onwards.

We abide by following terms and conditions:

a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.

b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

d. All Deliverables to be supplied as per RFP requirements provided in the tender.

e. The Service Charges need to include all services and other requirement as mentioned in the RFP

f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.

g. All prices to be in Indian Rupee (INR) only.

h. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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Request for Proposal for Supply, Implementation and Maintenance of Extended Detection and Response (XDR) Solution
GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023

i. One Time Implementation and Integration cost must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership). The Bank has discretion to avail any of the optional components / items as per Bank's requirement.

j. In the case of additional requirements desired by the Bank during the contract period over and above the quantity mentioned, the maximum order which the Bank can place would be an addition of 25% of the quantity for which contract is placed.

k. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

l. The bidders should quote the TCO for 3 years (including GST) in the Offer Price field on GeM portal and it should match with the financial breakup document submitted by the bidders on GeM portal. In case of any mismatch, the amount quoted in Offer Price field on GeM portal will be considered as final for QCBS calculations.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Signature of Authorized Signatory:
Authorized Signatory Name:
Designation:
Bidder's Corporate Name

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Bank's Clarification to Pre-Bid Queries

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
1	76	Point no.95. Section---- XDR - Endpoint and Server Security Component	The proposed solution should have the capability for sandbox analysis of suspicious and malicious files along with AI/ML based malware and threat detection techniques.	Request Bank to change/modify the point as "The proposed solution should have the capability for sandbox analysis of suspicious and malicious files such as : Executable files, Object code, FON (Fonts), Microsoft Windows screensaver (.scr) files, Microsoft Office 2003 to Office 2016—.doc and .xls, Microsoft Office 2010 and later releases— .docm, .docx, .xlsm, and .xlsx, .dll files, .ocx files, Android application package (APK) files, Mach-o files, DMG files, Linux (ELF) files" This will ensure the coverage against most common type of files exploited by attacker for different OS Types.	No Change. As different types of files are already included as part of suspicious and malicious files.
2	69	Point no.38. Section---- XDR - Endpoint and Server Security Component	The proposed solution should provide identity theft detection, protection and automated response actions including but not limited to locking user, disabling user, remove permissions of user and force password reset.	Request Bank to change/modify the point as "The proposed solution should provide identity theft detection, protection and automated response actions including but not limited to locking user, disabling user, remove permissions of user and force password reset & the Identity Threat protection should provide protection against attacks as below,· SSO & AD Session Hijacking · Data Exfiltration · Compromised Credentials · Compromised Devices · Privileged User Monitoring · Unconstrained Delegation · Enumeration (User, SMB, NetBIOS, DNS etc.)	No Change. As different types of identity-based attacks should be detected and responded by the proposed solution.

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
				· The Printer Bug · Protection against Mimikatz to Extract the TGT · Pass the Ticket · Pass the Token · Pass the Hash · DCSync to Domain Compromise · Impossible traveler"" This will ensure that the Bank is covered & protected against latest ransomware attacks such as Lockbit 3.0, BlackCat, Hive etc.	
3	Additional Point to be Added	Additional Point to be Added	Additional Point to be Added	Request Bank to add point "Solutions should have built-in UI based credential manager for integration/apps which can be used for storing credentials without the need to store static config files. The credentials should be encrypted & hashed using industry standards such as AES-256 (32-bytes), Bcrypt, SHA-512 " This will ensure that the Bank is not using passwords in Cleartext format while integrating technologies for automated Remediation.	Please refer Addendum I.
4	34	C. Commercial Evaluation	The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows	Since the contract period considered is 3 years its impossible to fix price for 4th and 5th year. Incase 4th and 5th year prices need to be submitted, please revise contract term for 5 years.	No Change
5	55	Annexure 11	The proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)	The proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). Notwithstanding the foregoing, the software may contain licensing technology that activates the	No Change

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Annexure A - Response to Pre-Bid Queries as part of Addendum I

Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
				software for use and/or otherwise restricts use of the software to the usage rights granted to the customer. In the event of a breach of this warranty, OEM/OSD shall, at its discretion, repair the hardware / software being offered or replace the hardware / software being offered with hardware and/or software, as applicable, of substantially the same functionality, or terminate the license and refund the relevant license fees paid for such non-compliant hardware and/or software being offered under this RFP. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. THIS IS CUSTOMER'S EXCLUSIVE REMEDY AND OEM/OSD'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY. Kindly accommodate the annexure point modification suggested, as the point proposed is more beneficial for the bank	
6	55	Annexure 11	· The Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.	· The Software/ hardware and Services which will be delivered or provided pursuant to this RFP, as of the date of delivery, will not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark. Request acceptance for the suggested point	No Change
7	55	Annexure 11	The proposed hardware / software is compliant with all the Information Security and Cyber Security related guidelines issued by respective agencies / departments of Govt. of India and Reserve Bank of India from time to time.	Request deletion of the mentioned point as OEM/OSD products are generally available across all industries and / or customers. It is unlikely that OEM/OSD can certify that products will comply to / will remain compliant on an ongoing basis to specific laws and regulations.	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
8	56	Annexure 12 1.Project Scope	The proposed solution should be deployed in hybrid model with components, features and functionalities through Bank On-premise DC / DR and MeitY compliant Cloud Data Center hosted in India	The proposed solution should be deployed in hybrid model with components, features and functionalities through Bank On-premise DC / DR and MeitY compliant cloud Data Center where the Cloud DC and Cloud DR hosted in India and are physically separated in two different cities in India, in different seismic zones atleast 500 kms apart as on date of RFP This will ensure that the data is stored locally in India with the ability to recover/resume operation in case of disaster.	No Change. As redundancy of the proposed solution at Bank's DC and DR as well as at MeitY compliant Cloud should be ensured by the bidder. There should be no single point of failure in the proposed architecture.
9	60	Annexure 12 2.49/2. Scope of Work and Technical Features/Funct ionalities	The gap assessment activity of the proposed solution by OEM/OSD should be arranged by the bidder on half-yearly basis during the contract period without any additional cost. The said activity should cover detailed configuration audit, findings, recommendations and best practices of the deployed solution	The gap assessment activity of the proposed solution by bidder/OEM or OSD Authorised Partner should be arranged by the bidder on Yearly basis during the contract period without any additional cost. The said activity should cover detailed configuration audit, findings, recommendations and best practices of the deployed solution. Request you to kindly allow the Bidder/OEM Authorised Partner to conduct the gap assessment on Yearly Basis rather than half-yearly basis	No Change
10	92/93	Annexure 14 Masked Commercial bids Line item 8,9,10,11,12,13	Optional Components/Items Line item 8,9,10,11,12,13	Request deletion of the optional components for the 4th and the 5th year as we are unable to fix the prices due to various unknown factors like, product price hikes, dollar rate conversion fluctuations as the contract term is for 3 years. Incase 4th and 5th prices need to be submitted/fixed, request you revise the contract term to be 5 years.	No Change
11	95	Annexure 14 Masked Commercial	In the case of additional requirements desired by the Bank during the contract period over and above the quantity mentioned, the maximum order which the Bank can place	In the case of additional requirements desired by the Bank over and above the quantity mentioned, the maximum order which the Bank can place would be an addition of 25% of the quantity for	No Change

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बैंक ऑफ़ बड़ौदा BANK of Baroda	**Annexure A - Response to Pre-Bid Queries as part of Addendum I** **Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and** **Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)**				

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
		bids Point j	would be an addition of 25% of the quantity for which contract is placed.	which contract is placed over a period of 12 months from the date of acceptance of contract. Due to various unknown factors like, product price hikes, dollar rate conversion fluctuations as it would not be possible to commit prices for a period of 3 years. Hence request it to limit it to 12 months.	
12	120	Annexure 19 Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance		Request exception from submitting this annexure as the data is hosted on reputed cloud service provider (CSP) which is ISMS 27001 and SOC 2 and Type 2 compliant and their DC's are hosted across the country, auditing the said DC's is against Security Policy. Moreover, the CSP follow stringent certification and policies for maintaining cloud security and compliance	No Change
13	128	Annexure 22 Letter of Undertaking OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10-Apr-2023		Request exception from submitting this annexure as its not applicable to current engagement. Please review Appendix III, A (v). Acquisition of IT software/ product/ application (like CBS, database, security solutions, etc.,) on a licence or subscription basis - not considered as Outsourcing of IT Services.	No Change
14	10	Pt 08 Payment Terms	· 100% of Subscription License Cost plus applicable tax payable quarterly against receipt of satisfactory service report of	• 50% of the subscription licence cost for the contract period plus applicable taxes at actuals on awarding the contract. The required documents to	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
		Pt d) Annual Subscription Licence Cost	previous quarter from the Bank's Project / Operations Manager.	be provided are original invoice, license copy and OEM letter for licenses mapping to Bank of Baroda. The relevant documents should be duly stamped and signed by bidder representative and Bank officials. • 30% of the subscription licence cost for the contract period after installation sign off from Bank. Installation sign-off will be provided upon complete installation and configuration of XDR solution in the Bank. Sign Off in the form of Installation Sign-off report should be signed by duly stamped and signed by bidder representative and Bank officials. • 20% of the subscription licence cost for the contract period after Go-Live closure signoff from Bank. Go Live Closure Sign Off report should be duly stamped and signed by bidder representative and Bank officials. Since this is a Software Service provided by OEM/OSD and not traditional Cloud Service Providers like AWS, GCP or Azure. The Payment terms which can be offered is only upfront payment for the contract term offered with no other options. Request you to kindly amend this point as per the recommended/suggested point.	
15	26	A1	The bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or limited company.	We are Pvt.Ltd company.	No Change
16	11 & 12	8(b)	Software Licenses Cost • 50% of the license cost on delivery of Software Licenses plus applicable taxes at actuals. The required documents to be provided are original invoice, original Delivery Challans / license copy and OEM letter for	70% of the license cost on delivery of Software Licenses plus applicable taxes at actuals. The required documents to be provided are original invoice, original Delivery Challans / license copy and OEM letter for licenses mapping to Bank of Baroda. The relevant documents should be duly	Please refer Addendum I.

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
			licenses mapping to Bank of Baroda. The relevant documents should be duly stamped and signed by bidder representative and Bank officials. • 30% of the license cost after implementation sign off from Bank. Implementation sign-off will be provided upon complete installation and configuration of XDR solution in the Bank. Sign Off in the form of Implementation Sign-off report should be signed by duly stamped and signed by bidder representative and Bank officials. • 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off report should be duly stamped and signed by bidder representative and Bank officials.	stamped and signed by bidder representative and Bank officials. 20% of the license cost after implementation sign off from Bank. Implementation sign-off will be provided upon complete installation and configuration of XDR solution in the Bank. Sign Off in the form of Implementation Sign-off report should be signed by duly stamped and signed by bidder representative and Bank officials. 10% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off report should be duly stamped and signed by bidder representative and Bank officials.	
17	3 of the SLA	9	Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement	we propose to delete this clause.	No Change
18	4 of the SLA	10 (ix)	shall be liable to the BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.	we propose to modify this clause: shall be liable to the BANK for any and all losses of any nature whatsoever arisen directly or indirectly by gross negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.	No Change
19	6 of the SLA	11	The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.	we propose to modify this clause: The confidentiality obligations shall 3 years post	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
				survive the expiry or termination of the Agreement between the Service Provider and the Bank.	
20	8 of the SLA	15	In following events Bank shall terminate this assignment or cancel any particular order if service provider: • breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 Working Days after Bank gives written notice; or • Failure by Service Provider to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or • The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory. • Supply of substandard materials/ services • Delay in delivery / installation / commissioning of services. • Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process. • If deductions of penalty exceed more than 10% of the total contract price.	We propose to modify this clause: In following events Bank shall terminate this assignment or cancel any particular order by serving reasonable written notice of further 30 days if service provider: • breaches any of its obligations set forth in this agreement and Such breach is not cured within ~~15~~ 30 Working Days after Bank gives written notice; or • Failure by Service Provider to provide Bank, within ~~15~~ 30 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or • The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory. • Supply of substandard materials/ services • Delay in delivery / installation / commissioning of services. • Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process. ~~• If deductions of penalty exceed more than 10% of the total contract price.~~	No Change
21	8 of the SLA	15	we propose to add this clause:	The Service provider may terminate this contract by giving written 30 days notice to the Bank, if Bank fails to pay any amount due as on the due date for payment and remains in default not less than 15 days after being notified in writing to make that payment.	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
22	10 of the SLA	18	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	we Propose to modify this clause: All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, by giving 7 days prior notice at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	No Change
23	11 of the SLA	19	Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with	we propose to modify this clause: Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
			obligations undertaken as a part of the Agreement 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. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third-party software or modules supplied by Service Provider as part of procurement under the Agreement. Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the	in connection with obligations undertaken as a part of the Agreement 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. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be ~~un~~limited to the Total contract Value. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any ~~third-party~~ software or modules supplied by Service Provider as part of procurement under the Agreement. ~~Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.~~ Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no	

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Annexure A - Response to Pre-Bid Queries as part of Addendum I

Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
			respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.	circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.	
24	12 of the SLA	24	The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank. The above clause shall not applicable in case the recruitment done through public advertisement.	we propose to modify this clause: Neither Party ~~The Service Provider~~, during the term of the contract shall not without the express written consent of the Bank, directly ~~or indirectly~~: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank. The above clause shall not applicable in case the recruitment done through public advertisement.	No Change
25	1	Annexure 12 – Project Details & Scope of Work 1. Project Scope	Integration with IT and Security solutions of the Bank as per Bank's requirements	Please provide the list of solutions	Details will be shared with eligible bidders.
26	2	2. Scope of Work and Technical	2.6 The bidder has to setup the proposed solution infrastructure at Bank's DC (Mumbai) and DR (Hyderabad) locations and the Cloud DC. All necessary hardware, software and	we assume that the Rack & / Rack space and network cables will be provided by the Bank at DC and DR location.	Rack space, Power and connectivity at switch will be provided by the Bank at Bank's DC and DR. Other

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
		Features/Functionalities	network components to host the proposed solution at Bank's premises and Cloud should be supplied, configured and implemented by the bidder. Network Link / connectivity between Bank's DC / DR and Cloud DC will be provided by the Bank.		required infrastructure including but not limited to hardware appliances / Virtual Machines, Software, power cable, Network cable, SFPs, etc. should be provided by the bidder. Further, at MeitY compliant Cloud, all the required infrastructure should be provided by the bidder.
27	3	2. Scope of Work and Technical Features/Functionalities	2.13 The proposed solution should be scalable to incorporate Bank's future requirements.	Request bank to clarify the Future Requirements.	Please be guided by the RFP.
28	3	2. Scope of Work and Technical Features/Functionalities	2.16 Further, raw logs / telemetry data collected from endpoints, network and other integrated solutions / devices should be stored by the proposed solution online for a rolling period of minimum 30 days and incidents / alerts information with supporting logs / forensics data should be stored for a rolling period of atleast 180 days. As and when required, archived data should be restored and provided to the bank in a readable format (JSON, XML, Syslog, CSV) without any additional cost.	Apart from the tenure which is mentioned in the clause, does bank is looking for any additional storage to store the logs for additional tenure? If yes then please provide the duration of the same and who will provide the required storage for that?	Bank expects the bidder to ensure online storage as mentioned in RFP and in compliance with extant regulatory and government guidelines.

Please be guided by the RFP. |
| 29 | 33 | 9. PROJECT TIMELINES | Delivery of Hardware and Software for the proposed solution with all components. | Request Bank to consider 3 - 4 months instead of 2 months | No Change |
| 30 | 1 of GEM Bid | | Bid Offer Validity (From End Date)/180 (Days) | Request bank to consider "Bids shall remain valid for 90 days from the last date of bid submission." | No Change |

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
	Document				
31	30 of the RFP	Eligibility Criteria	The proposed XDR solution should have been implemented by the bidder / OSD / authorized channel partner of OSD in atleast one Commercial Bank / Financial Institution in India or Globally in the last 5 years with integration, correlation and threat detection capabilities covering atleast two or more components (in a single deployment) as mentioned below: a) Endpoint Detection and Response (Mandatory integration) b) NDR / Network ATP c) Email Detection & Response / Email Security d) Web Proxy / Internet Proxy Letter of confirmation from the OSD. Documentary Proof for implementation of order / contract execution copy / Copy of Work Order / Performance Certificate.	We propose bank to modify this clause as: The ~~proposed~~ Extended Detection and Response (XDR) / Endpoint Detection and Response (EDR) solution should have been implemented by the bidder / OSD / authorized channel partner of OSD in atleast one Commercial Bank / Financial Institution in India or Globally in the last 5 years with integration, correlation and threat detection capabilities covering atleast two or more components (in a single deployment) as mentioned below: a) Endpoint Detection and Response (Mandatory integration) b) NDR / Network ATP c) Email Detection & Response / Email Security d) Web Proxy / Internet Proxy Letter of confirmation from the OSD/Bidder. Documentary Proof for implementation of order / contract execution copy / Copy of Work Order / Performance Certificate.	No Change
32	29	Eligibility Criteria	The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years.	Request to read clause as "The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization/Corporate Enterprises in India in last 5 years.	No Change
33	30	Eligibility Criteria	The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with operational support	Request to Read Clause as "The bidder/OEM should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with	No Change

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			and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years.	operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years."	
34	2	B. Technical Bid Evaluation	Out of the box playbooks for automated threat detection >=75 playbooks. - 5 Marks >=50 and <75 playbooks - 4 Marks >=25 and <50 playbooks - 3 Marks >=10 and <25 playbooks. - 2 Marks <10 playbooks - 1 mark	Tech evaluation of the parameter is Out of Box playbooks count with maximum 5 marks and it is on the basis of the count, OEM may have many playbooks but not relevant to bank of Baroda's environment. Request you to give weightage to the types and customisation of playbooks rather than count. for eg; Types of playbooks could be: 1. Incident response playbook 2. Vulnerability assessment/checking CVE ID's playbooks 3. Evidence collection paybook 4.Account configuration: Hygiene check playbook 5. Running Custom script	No Change
35	3	Annexure 12 – Project Details & Scope of Work Point No: 2.16	Further, raw logs / telemetry data collected from endpoints, network and other integrated solutions / devices should be stored by the proposed solution online for a rolling period of minimum 30 days and incidents / alerts information with supporting logs / forensics data should be stored for a rolling period of atleast 180 days. As and when required, archived data should be restored and provided to the bank in a readable format (JSON, XML, Syslog, CSV) without any additional cost	Bank has mentioned the export of data in archived format as and when required, Request bank to define the time or frequency or condition when bank would need to data to be exported.	Please be guided by the RFP.
36	6	Annexure 12 – Project Details & Scope of Work Point No: 2.58	The following points should be ensured by the bidder w.r.t. the cloud components of the proposed solution: No endpoint, server or network component of the Bank's intranet should connect to the CSP cloud directly. They should be connected with	Bank expects all communication from Endpoint, Server and Network to CSP cloud either via Banks on-prem server or proxy and no direct communication is allowed. Is the understanding correct?	Please be guided by the RFP.

Annexure A - Response to Pre-Bid Queries as part of Addendum I

Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
			Bank's on-premise server which in-turn will connect to CSP cloud through Bank's proxy.		
37	11	Functional and Technical scoring sheet Point No 38	The proposed solution should provide identity theft detection, protection and automated response actions including but not limited to locking user, disabling user, remove permissions of user and force password reset.	Bank to reconsider the remove permission option from the list as users may be of several types and what permissions to be removed will be the concern and as part of mitigation strategy locking/disabling the user and forcing password reset will help in any situation.	No Change
38	17	XDR - Endpoint and Server Security Component Point no 86	The proposed solution should support restoration of the endpoints and servers in case the endpoints / servers are infected by ransomware or by any other cyber- threat / attack.	restoration of Endpoints is meant by the data/files on the endpoints wherever applicable, is the understanding correct.	Please be guided by the RFP.
39	34	Proof of concept (POC)	4. For integrations of the proposed solution with other IT and Security Solutions like SIEM, DLP, NAC, etc., OEM white paper may be provided to the Bank to ascertain compliance.	Information Requested: Request Bank to share existing solution details which then to perform the integration testing. Also, Request Bank to share Usecase requirement for the DLP integration with XDR.	Details will be shared with eligible bidders.
40	57	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.1 The proposed solution should be a comprehensive XDR solution and should provide advanced threat detection and response capabilities across different channels viz. Endpoints, Servers, Network and Cloud.	Information Requested: Request Bank to share existing solution details: 1. Existing Endpoint and Server Protection (AV / EDR) Details 2. Existing Cloud / Network (if any) Protection details	Details will be shared with eligible bidders.
41	57	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.11 The proposed solution should be compliant with all the extant regulatory and government guidelines in India issued from time to time.	Clarification Requested: During the Contract Period, if it is necessary to update or expand storage space for logs retention in the OEM/OSD cloud configuration for the proposed solution in order to comply with regulatory and government criteria, additional storage cost will be applicable to Bank.	The proposed solution should be compliant with all the extant regulatory and government guidelines in India issued from time to time, except additional log and incident data storage requirements issued after RFP date.

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42	58	Annexure 12 - 2 Scope of Work and Technical Features/Funct ionalities	2.15 The bidder should size the proposed solution to ensure applicable data and log retention as per extant regulatory and government guidelines in India including CERT-In guidelines.	Clarification Requested: During the Contract Period, if it is necessary to update or expand storage space for logs retention in the OEM/OSD cloud configuration for the proposed solution in order to comply with regulatory and government criteria, additional storage cost will be applicable to Bank.	The proposed solution should be compliant with all the extant regulatory and government guidelines in India issued from time to time, except additional log and incident data storage requirements issued after RFP date.
43	58	Annexure 12 - 2 Scope of Work and Technical Features/Funct ionalities	2.21 The bidder shall perform the periodical backup, DC-DR drills, load testing and backup restoration activities of the solution and ensure that the immediate restorable version of the solution is available maintaining the data integrity during the contract period.	Clarification Requested: Request Bank to clarify that, Bank will provide existing backup mechanism for regular backup of entire On premises Proposed XDR solution for Files, Folders and DB Backup.	Please be guided by the RFP.
44	58	Annexure 12 - 2 Scope of Work and Technical Features/Funct ionalities	2.25 The proposed solution deployed by the bidder as part of the contract, should not have any significant impact on the banks infrastructure (servers, databases, endpoints, network, cloud) on which they are deployed either during implementation and/or operational phase, throughout the period of contract.	Clarification Requested: Request Bank to clarify that, Bank will provide UAT environment setup to test new Patch / Hotfix / Policy change before implementing into Production environment. Also, Request Bank to provide all necessary downtime for production environment to deploy Patch / Hotfix / Policy / Restart post deployment.	UAT environment to be provisioned and ensured by the bidder as part of the proposed solution by logical segregation without any additional appliance, hardware or licenses.
45	59	Annexure 12 - 2 Scope of Work and Technical Features/Funct ionalities	2.31 Necessary hardware, software and network infrastructure to be provided by the bidder as part of the proposed solution.	Clarification Requested: Request Bank to clarify that, Require Hardware and Virtual Infrastructure along with Windows OS License & MS SQL DB License (for DC, DR & UAT) will be provided by Bank for Proposed Solution Management & Database Servers. Bidder / OEM will provide on-premise hardware appliance for proposed NDR and Sandboxing solutions.	No Change
46	59	Annexure 12 - 2 Scope of	2.34 The proposed solution should support API based integration with the existing as well	Information Requested: Request Bank to share Existing solution details to	Details will be shared with eligible bidders.

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		Work and Technical Features/Functionalities	as future IT and security solutions (on-premise / cloud) of the Bank including but not limited to Active Directory, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy, Ticketing tool. Bidder to ensure integration of Bank's IT and Security solutions with the proposed solution as per Bank's requirement.	Validate compatibility for API integration with Proposed XDR solution. Existing Solution: DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy, Ticketing tool.	
47	59	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.36 The proposed solution should ingest data via APIs from Microsoft Office 365 Email solution of the Bank to vendor data lake for correlation and threat detection. It should not require any separate license of Microsoft Office 365 mailbox.	Clarification Requested: Request clarification from the bank on whether the integration with Microsoft Office 365 Email (correlation and threat detection) requires simply detection or whether the Bank is required to prevent/block threat as well.	The proposed solution should ingest logs from Email solution for correlation and threat detection. Response at email (like prevent / block email) is not required. However, response at endpoint, server and network level should be provided.
48	59	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.39 The proposed solution should provide out-of-the-box MIS reports as per global best practices and should be able to generate various MIS reports as per Bank's requirement.	Information Requested: Request Bank to provide any specific Report / Dashboard requirement in terms of MIS, also share requirement for number of Dashboard in MIS tool. Clarification Requested: In case bank needs reports which cannot be generated using Proposed XDR solution, in such scenarios additional MIS tool will be required. Server infrastructure including windows operating system and MS SQL database for this tool needs to be provided by Bank for (DC and DR environment); MIS Tool license will be provided by Bidder.	No Change

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
49	59	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.39 The proposed solution should provide out-of-the-box MIS reports as per global best practices and should be able to generate various MIS reports as per Bank's requirement.	Modification Requested: The proposed solution should provide out-of-the-box MIS reports in accordance with global best practises and be capable of generating various MIS reports based on the technical feasibility of the solution in accordance with the Bank's requirements.	No Change
50	60	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.41 The proposed solution should store and maintain necessary logs including but not limited to audit trails and application logs for all its functions/processes and store as per extant regulatory and government guidelines.	Clarification Requested: During the Contract Period, if it is necessary to update or expand storage space for logs retention in the OEM/OSD cloud configuration for the proposed solution in order to comply with regulatory and government criteria, additional storage cost will be applicable to Bank.	The proposed solution should be compliant with all the extant regulatory and government guidelines in India issued from time to time, except additional log and incident data storage requirements issued after RFP date.
51	60	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.42 The bidder shall install the endpoint agents on all the in-scope devices in coordination with bank's personnel / IT team.	Clarification Requested: Deployment on all system will executed remotely from central location Bank's Mumbai DC. End User System level configuration / deployment will be done using third party remote deployment / configuration tools available with Bank. Availability of third-party deployment tool and expertise required for mass roll out if applicable. Installation of systems not covered through remote deployment tool needs to be done manually; installation SOP will be provided to Bank's local helpdesk team to carry manual installation locally. Also, Request Bank to provide all necessary downtime for production environment to deploy Patch / Hotfix / Policy / Restart post deployment.	Please be guided by the RFP. Other operational aspects like approval for downtime, etc. will be as per Bank's process.

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52	60	Annexure 12 - 2 Scope of Work and Technical Features/Functionalities	2.43 The bidder would be responsible for replacing and upgrading the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the Bank during the entire contact period. Replacement to be done before due date of the product/service.	Clarification Requested: The bidder will only install the proposed solution if it is technically feasible, but the endpoint's operating system and other third-party software should be managed by the bank.	Please be guided by the RFP.
53	65	3. Functional and Technical scoring sheet	24. The proposed solution should provide out-of-the-box integration with one or more threat intelligence feed to identity potential threats in the Bank's environment.	Modification Requested: 24. The proposed solution should provide out-of-the-box integration with one or more threat intelligence feed to identity potential threats in the Bank's environment based on technical feasibility of the proposed solution.	No Change
54	66	3. Functional and Technical scoring sheet	34. The proposed solution should provide minimum 30 day online raw log / telemetry data retention and minimum 180 days retention for alerts and incident related data (including applicable forensic data). Log retention (as mentioned) is applicable to all the components of the proposed solution.	Clarification Requested: During the Contract Period, if it is necessary to update or expand storage space for more than 30 day online raw log / telemetry data retention and more than 180 days retention for alerts and incident related data (including applicable forensic data) in the OEM/OSD cloud configuration for the proposed solution, additional storage cost will be applicable to Bank.	Please be guided by the RFP.
55	73	3. Functional and Technical scoring sheet	95. The proposed solution should have the capability for sandbox analysis of suspicious and malicious files along with AI/ML based malware and threat detection techniques.	Clarification Requested: Request Bank to clarify for sandbox analysis, inside Sandbox VM instance (for Content / File analysis) OS license and MS Office license will be provided by the Bank for the VM Activation or Bidder has to factor in commercial bid?	All the necessary hardware, software and network infrastructure should be provided by the bidder as part of the proposed solution.
56	81	6. Management of the Proposed solution and	Where * refers to resource must be made available in case of emergency or as per Bank's requirement.	Clarification Requested: Request Bank to clarify for Off business hours / holiday, if resource availability remotely can be consider or Bank request for Onsite resource.	In addition to onsite resource who is available 24*7, in case of emergency, expert resource to be preferably

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		Resource Deployment			physically present on prior information by the Bank.
57	84	Roles and Responsibilities	· Having L2 certificate of any reputed XDR / NDR / EDR / Threat Hunting / Forensics product features known as certified security expert.	Clarification Requested: Request Bank to clarify on specific certification requirement. Also Confirm, If OEM Partner Certification will accepted as certified resource for the Bank.	OEM certification can be considered subject to meeting the resource qualifications and experience requirements as per RFP.
58	86	Roles and Responsibilities	• Bidder must do first level of checking / examine / interview / verification and then recommend the suitability of the resources (L1, L2, L3) for the Bank. Bank reserves the right to interview all the professionals to be deployed in the project and reject, if not found suitable. At a later stage also, if any of the professional found unsuitable or incapable or violates any of the bank guidelines Bank may ask to remove all such professionals at a short notice.	Clarification Requested: Request Bank to clarify if they are going to take interview of all resources L1 / L2 / L3 or Bidder can on-board the resource as per RFP criteria.	Please be guided by the RFP.
59	88	9. PROJECT TIMELINES	2. Delivery of Hardware and Software for the proposed solution with all components. Timeline: -02- months from the issuance of purchase order	Modification Requested: Request Bank to extend delivery timeline for OEM NDR / Sandbox Physical Hardware appliance.	No Change
60	89	10. ANNUAL TECHNICAL SUPPORT (ATS)	• Patch management, release update and upgrade of in scope applications during the contract period, all update or upgrade needs to be done with concurrence of the Bank. The successful bidder to ensure that necessary due diligence in carried out for pre-testing before releasing to UAT (User Acceptance Test).	Clarification Requested: 1. Request Bank to clarify on UAT Environment requirement, Does Bank is considering UAT as Separate UAT Environment from DC & DR Setup which include On-premise Management Server, Database, NDR & Sandbox Hardware Appliance? 2. If Yes, then please clarify that, UAT Environment Location and all Infra provision which includes Hardware infra and virtual system along with windows operating systems and MS	UAT environment to be provisioned and ensured by the bidder as part of the proposed solution by logical segregation without any additional appliance, hardware or licenses. All the necessary hardware, software and network infrastructure

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
				SQL database licenses will be provided by Bank? 3. Does Bidder has to factor Additional NDR & Sandbox (Physical / Virtual) Appliance in commercial Bid? if yes, then UAT Sandbox VM Instance (for Content and File Analysis) Operating System and MS Office License will be provide by bank or Bidder Has to factor in commercial Bid? 4. Does Bank require XDR Cloud UAT Instance Separate?	should be provided by the bidder as part of the proposed solution. Please be guided by the RFP.
61	90	Annexure 13 - Service Levels	Vendor will have to guarantee a minimum uptime of 99.90%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.90% on 24x7x365. The penalty will be calculated as per the details given below.	Modification Requested: Request Bank to Modify this clause as uptime of the Hardware / solution will be also depend Bank's Infra Availability. Request Bank to kindly consider the exception for the same.	No Change
62	NA	NA	1 (General Shift) - Monday to Saturday @ DC	Need the confirmation if general shift engineers will work as per Bank working days or else we need to factor back up engineer.	Please be guided by the RFP.
63	11	a	• Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.	Need clarity do we need to provide BG for 100% of Hardware value or for entire contract value	Please be guided by the RFP.
64	11	d	• 100% of Subscription License Cost plus applicable tax payable quarterly against receipt of satisfactory service report of previous quarter from the Bank's Project / Operations Manager	1. Need help from bank to change it to Yearly advance for License cost	No Change
65	4	VI	VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a	Is bidder allowed to Sub-contract work to OEM or Its authorised partner within India?	Please be guided by the RFP.

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			country which shares a land border with India unless such contractor is registered with the Competent Authority		
66	34	1	The POC will be conducted at bidder / OEM premises and the bidder needs to demonstrate compliance of the proposed solution to mandatory technical requirements as mentioned in this RFP document	Is Bidder/OEM expected to run all the use cases mentioned in RFP as part of mandatory technical compliance?	Please be guided by the RFP.
67	34	5	4. For integrations of the proposed solution with other IT and Security Solutions like SIEM, DLP, NAC, etc., OEM white paper may be provided to the Bank to ascertain compliance.	Request bank to share List of Solution with Make and Model to share the relevant Integration documentation.	Details will be shared with eligible bidders.
68	56	Annexure 12	c) Integration with IT and Security solutions of the Bank as per Bank's requirements	List of Solutions to be integrated and type of integration expected as part of the Implementation	Details will be shared with eligible bidders.
69	57	Annexure 12	2.6 The bidder has to setup the proposed solution infrastructure at Bank's DC (Mumbai) and DR (Hyderabad) locations and the Cloud DC	Is bidder expected to propose 100% DR for the XDR solution considered at DC?	The bidder should ensure redundancy of the components of the proposed solution at DC and DR location of the Bank as well as at MeitY compliant Cloud. Please be guided by the RFP.
70	57	Annexure 12	2.9 The bidder should ensure redundancy of the components of the proposed solution at DC and DR location of the Bank as well as at the Cloud DC. There should not be any single point of failure in the proposed architecture	Is DR required to be replica of DC setup specially on high availability requirements?	The bidder should ensure redundancy of the components of the proposed solution at DC and DR location of the Bank as well as at MeitY compliant Cloud. Please be guided by the RFP.

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71	58	Annexure 12	2.15 The bidder should size the proposed solution to ensure applicable data and log retention as per extant regulatory and government guidelines in India including CERT-In guidelines 2.16 Further, raw logs / telemetry data collected from endpoints, network and other integrated solutions / devices should be stored by the proposed solution online for a rolling period of minimum 30 days and incidents / alerts information with supporting logs / forensics data should be stored for a rolling period of atleast 180 days. As and when required, archived data should be restored and provided to the bank in a readable format (JSON, XML, Syslog, CSV) without any additional cost.	Is Bank referring to different set of log retention requirements? Point 2.15 mentions log retention as per applicable guidelines and point 2.16 has defined the log retention requirements? We understand log retention requirements are required to be factored as per point 2.16. Please confirm.	Please be guided by the RFP.
72	58	Annexure 12	2.24 The bidder should propose only licensed solutions to the Bank. Non-licensed / Un-licensed solutions / components should not be proposed by the bidder.	Is Open source allowed?	Please be guided by the RFP.
73	57	Annexure 12	2.6 The bidder has to setup the proposed solution infrastructure at Bank's DC (Mumbai) and DR (Hyderabad) locations and the Cloud DC. All necessary hardware, software and network components to host the proposed solution at Bank's premises and Cloud should be supplied, configured and implemented by the bidder. Network Link / connectivity between Bank's DC / DR and Cloud DC will be provided by the Bank.	1. We assume Rack space, Power and other hosting facilities including cabling would be provided by Bank at each of the mentioned location. Kindly confirm 2. We assume all networking requirements like Switch and switch ports etc on bank's network would be provided by Bank to hook the new setup to the existing setup of bank. Kindly confirm.	Rack space, Power and connectivity at switch will be provided by the Bank at Bank's DC and DR. Other required infrastructure including but not limited to hardware appliances / Virtual Machines, Software, power cable, Network cable, SFPs, etc. should be provided by the bidder.

		Annexure A - Response to Pre-Bid Queries as part of Addendum I			

Annexure A - Response to Pre-Bid Queries as part of Addendum I
Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)

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					Further, at MeitY compliant Cloud, all the required infrastructure should be provided by the bidder.
74	81	Annexure 12	Disaster Recovery Mechanism: The proposed solution must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery. The bidder needs to submit the technical architecture relating to data/Configuration replication between primary and secondary site	Is DR required to be replica of DC setup specially on high availability requirements?	The bidder should ensure redundancy of the components of the proposed solution at DC and DR location of the Bank as well as at MeitY compliant Cloud. Please be guided by the RFP.
75	81	Annexure 12	Management of the Proposed solution and Resource Deployment The above deployment plan is only for calculation of TCO and Bank will provide resource on-boarding requirement to the successful bidder as per requirement.	Does this mean actual count would be provided later by Bank? Request bank to provide exact number of L1/L2/L3 resource to be factored in proposal for TCO calculation.	For the purpose of TCO calculations, the bidder should factor resources as per indicative deployment plan mentioned in the RFP. However, actual resource count (L1/L2/L3) for deployment will be provided to the successful bidder.
76	61	Annexure 12	2.51 The bidder should provide 24*7*365 support for Implementation, Integration, Maintenance, Administration, ATS and Onsite-Support for the proposed solution during contract period.	Is bidder expected to provide 24*7*365 support from day one? Need clarity here. We assume Bidder need to setup team on 24*7*365 basis post implementation of supplied solution. Kindly confirm.	24*7*365 support is required post Go-Live Sign-off of the proposed solution. During the course of implementation, all the activities pertaining to the proposed solution including but not limited to

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					management and monitoring should be done by the implementation team on 24*7*365 basis.
77	81	Annexure 12	Where * refers to resource must be made available in case of emergency or as per Bank's requirement.	* sign is also marked for availability of L3 on Weekdays and Sundays. Does this mean we also need to have one L3 Resource at Mumbai DC location as well?

Is Remote support allowed during implementation or operation phase? | L3 resource is not required to be factored for DC Mumbai location. However, in case of emergency, expert resource to be preferably physically present on prior information by the Bank. |
| 78 | 90 | Annexure 13 - Service Levels | Time bound problem addressing team (onsite/offsite) for the complete contract period. | Kindly confirm the location at Mumbai and Hyderabad for Resource Deployment

Is Remote Support Allowed to cover any of the shifts or in case of any emergency support? | In addition to onsite resource who is available 24*7, in case of emergency, expert resource to be preferably physically present on prior information by the Bank. |
79	90	Annexure 13 - Service Levels	Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/ etc. are to be acted upon, so as to adhere to the service levels	We assume ITSM access to resources for maintaining Trouble/Change Tickets would be provided by Bank. Kindly confirm the ITSM in use.	Bank already has ticketing tool for logging tickets internally. Details will be shared with eligible bidders.
80	NA	NA	Other	Request bank to confirm the RFP submission schedule i.e. Schedule for Pre-bid meeting, Solution Presentation, POC etc.	Please refer RFP schedule on GeM portal. Presentation and POC schedule will be advised to eligible bidders separately.
81	13	12	Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.	Request you to please consider this clause in spirit of mutual agreement for termination.	No Change

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Bank's Clarification to the Pre-Bid Queries from prospective bidders for RFP of Supply, Implementation and Maintenance of Extended Detection and Response Solution (GeM Bid No. - GEM/2023/B/3460972 dated 19-May-2023)

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82	18	20.1	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same	Request you to please have a mutual agreement w.r.t. the clauses which is one sided	No Change
83	103	Annexure 17 / Point 9	Set-off	Set-off to be mutually discussed and agreed.	No Change
84	105	Annexure 17 / Point 11. d	Confidentiality	Evidence retention clause to be included.	No Change
85	111	Annexure 17 / Point 19	Limitation of Liability	The LoL clause to be restricted to 12 months from the date of signing of the agreement/contract	No Change
86	111	Annexure 17 / Point 19	Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third-party software or modules supplied by Service Provider as part of procurement under the Agreement.	Request you to please delete this condition.	No Change
87	111	Annexure 17 / Point 19	Under no circumstances BOB shall be liable to the Service Provider for **direct**, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	Request you to please delete the highlighted word in red.	No Change
88	112	Annexure 17 / Point 23	Assignment	Request you to please make this clause as mutually agreeable.	No Change
89	58	Section 2, point 2.20	The bidder should ensure closure of all vulnerabilities, audit findings or any other recommendation as per global best practices in a time-bound manner as per extant guidelines of the Bank.	Our understanding is bank's internal team/existing vendor will do the VAPT/audit and bidder needs to close the VAPT/audit points of the proposed solution. Please confirm	Please be guided by the RFP.
90	58	Section 2, point 2.21	The bidder shall perform the periodical backup, DC-DR drills, load testing and backup restoration activities of the solution and ensure	Our understanding is Bank will provide the storage and backup solution. Please confirm	No Change

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			that the immediate restorable version of the solution is available maintaining the data integrity during the contract period.		
91	58	Section 2, point 2.34	The proposed solution should support API based integration with the existing as well as future IT and security solutions (on-premise / cloud) of the Bank including but not limited to Active Directory, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy, Ticketing tool. Bidder to ensure integration of Bank's IT and Security solutions with the proposed solution as per Bank's requirement	Please share the OEM and version details of the following solution to understand the feasibility of integration with the proposed solution - - DLP - PIM - NAC - DAM - SIEM - Proxy	Details will be shared with eligible bidders.
92	61	Section 2, point 2.52	The bidder should ensure hardening of infrastructure devices (server, network, etc.) as per Bank's Secured Configuration Document (SCD) and closure of all VA and SCD observations.	Our understanding is hardening of infrastructure devices as per bank's secured configuration document will be for only the proposed solution. Please confirm	Please be guided by the RFP.
93	69	Section 3 - 3. Functional and Technical scoring sheet - Point 64	The agent of the proposed solution must co-exist with any other software, application and Anti-Virus / Endpoint Protection solution on the endpoints and servers of the Bank and provide seamless operation to provide extended detection and response functionality without any process crash, system crash or performance issue.	Please share the software, application and antivirus/endpoint protection solution currently in the Bank. This will help us in understanding the feasibility of co-existing the proposed solution with the existing solution running in the bank	Details will be shared with eligible bidders.
94	81	6. Management of the Proposed solution and Resource Deployment	The selected bidder shall provide onsite resources to manage the proposed solution with all components and related infrastructure on 24x7x365 basis for all the activities including but not limited to device management, alert and incident management, incident response, threat hunting, solution hardware and software administration, patching, update / upgrade, configuration	Our understanding is the mentioned scope in this clause is only for the proposed solution. Please confirm	Please be guided by the RFP.

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			management, monitoring, integration, fine-tuning and other technical support as required by the Bank.		
95	86	Roles and Responsibilities of Resources	Onsite team shall be responsible for application and database administration, daily technical housekeeping activities, patching, update/upgrade, configuration management, monitoring, integration, fine tuning, and any other technical support for the complete solution including third-party solutions if any, provided to the Bank. Overall application availability, health and performance monitoring will be part of the responsibility	Our understanding is the mentioned scope in this clause is only for the proposed solution. Please confirm	Please be guided by the RFP.
96	87	Roles and Responsibilities of Resources	The Bidder shall ensure reduction in the overall incidents and false positives thereby improving the cyber security posture of the Bank	Our understanding is this will be limited to the feasibility of the proposed solution. Please confirm	Please be guided by the RFP.
97	NA	Additional Query	Additional Query	Please confirm the patch management tool that is used by bank. This will help us in understanding how the agents will be deployed on all the endpoint systems	Details will be shared with eligible bidders.
98	NA	Additional Query	Additional Query	Please confirm the no of locations and the locations details to understand the spread of endpoints and servers	Details will be shared with eligible bidders.
99	NA	Additional Query	Additional Query	Please share the OS system running the bank's environment to understand the compatibility (e.g. - windows 10, linus version details etc)	Details will be shared with eligible bidders.
100	31	RFP-document /Technical Evaluation Parameters	Number of endpoints covered by the proposed solution (EDR component / XDR) in a single deployment by OEM / OSD directly or through their channel partners in commercial banks/ Financial Institutions / Govt. Organizations in India in last 5 years (as on RFP date).	Bidder request to consider following changes: Number of endpoints covered by the proposed solution (EDR component / XDR) in a single deployment by OEM / OSD directly or through their channel partners in commercial banks/ Financial	No Change

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				Institutions / Govt Organizations in last 5 years (as on RFP date).	
101	32	Technical Bid Evaluation	Number of implementations of proposed NDR component rendered by OEM / OSD directly or through their channel partners to the Commercial Banks/ Financial Institutions in India in last 5 years (as on RFP date)	Number of implementations of proposed NDR /Network ATP component rendered by OEM / OSD directly or through their channel partners to the Commercial Banks/ Financial Institutions in India/ Global in last 5 years (as on RFP date)	No Change
102	87	8. DELIVERY	In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.	Bidder request that the liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services, to maximum of 5% of the Total contract value awarded to bidder.	No Change
103	111	Annexure 17, Clause 19	Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	Bidder request to make this clause mutual. We will be liable only for direct damages as set out under this clause.	No Change
104	111	Annexure 17, Clause 19	However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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.	Request to remove IP infringement and breach of confidentiality obligations from unlimited liability.	No Change

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105	11	8. Payment Terms	b) Software Licenses Cost • 50% of the license cost on delivery of Software Licenses plus applicable taxes at actuals. The required documents to be provided are original invoice, original Delivery Challans / license copy and OEM letter for licenses mapping to Bank of Baroda. The relevant documents should be duly stamped and signed by bidder representative and Bank officials. • 30% of the license cost after implementation sign off from Bank. Implementation sign-off will be provided upon complete installation and configuration of XDR solution in the Bank. Sign Off in the form of Implementation Sign-off report should be signed by duly stamped and signed by bidder representative and Bank officials. • 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off report should be duly stamped and signed by bidder representative and Bank officials.	Bidder request following changes to Software Licenses Cost '- 70% -on delivery of Software Licenses '- 20% -after implementation sign off from Bank '- 10%- after Go-Live closure signoff from Bank	Please refer Addendum I.
106	12	8. Payment Terms	3. Implementation & Integration Cost (OTC) - 70%- post implementation sign off from Bank; sign-off will be provided upon complete installation, configuration and implementation of the proposed solution with all components in the Bank. - 30%- post Go-Live sign off from Bank; Go-Live Sign Off report should be duly stamped and signed by Banks identified Project Manager & vendor representative.	Bidder request following change to the Implementation & Integration Cost (OTC)- - 90%- post implementation sign off from Bank, and - 10%- post Go-Live sign off from Bank	No Change

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107	12	8. Payment Terms	4. Annual Subscription License Cost - 100% of Subscription License Cost plus applicable tax payable quarterly against receipt of satisfactory service report of previous quarter from the Bank's Project / Operations Manager.	Bidder request Subscription License cost to be paid yearly-in-advance since as per the industrial practices vendor needs to pay OEM yearly in advance.	No Change
108	12	8. Payment Terms	5. Onsite Support Charges - Payable quarterly at the end of each quarter against receipt of time sheet and satisfactory operations / support report of previous quarter from the Bank's Project / Operations Manager.	Bidder request Onsite Support Charges to be paid monthly in advance as per the industrial practices.	No Change
109	12	8. Payment Terms	The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor.	Bidder request that bank shall have the right to withhold payment of cost of **only part delayed or defaulted**, in case of delays or defaults on the part of the vendor.	No Change
110	12	8. Payment Terms	If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.	Bidder is of understanding that apart from number of endpoints License, Onsite Support resources and optional items, scope of RFP is fixed and bank will avail all the services/ items.	Please be guided by the RFP.
111	19	20. General Terms and conditions	20.21. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.	Considering the current market price volatility, bidder request that the price mentioned in this tender document shall be binding on such bidder for a period of 90 days after opening of the bids.	No Change
112	34	Proof of Concept (POC)	5. The vendor will have to bear all expenses incurred for POC.	Bidder request clarification that all the expense in regards to travel and accommodation of bank employee if any will be incurred by bank.	Please refer Addendum I.
113	87	8. DELIVERY	8. DELIVERY - All the hardware and software should be delivered within -02- months from the date of purchase order. Any deliverable has not been supplied or not operational on	Bidder is of understanding that Bank will pay once goods are delivery or rectified after charging/adjusting late delivery charges as retribution.	Please be guided by the RFP.

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			account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.		
114	87/88	8. DELIVERY	Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. If delay exceeds beyond two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.	Bidder request that bidder will have to pay late delivery charges to Bank of Baroda @ **1% of value of delayed supply** cost, per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value.	No Change
115	88	9. PROJECT TIMELINES	The bidder must strictly adhere to the timelines mentioned in this RFP and as agreed by the Bank. In case of any delay / breach of timelines by the bidder, Bank may impose penalty and the bidder will have to pay charges for delay to Bank of Baroda @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. In case of delay of more than - 01- month beyond the mentioned timelines, Bank of Baroda reserves the right to cancel the entire order.	1. Bidder is of understanding that penalty will be impose only when rollout of the proposed solution is not completed as per the proposed time line of 6 months for the issuance of PO. 2. Bidder is also of an understanding that this penalty will be imposed in case rollout is completed within 6 months of PO (i.e., as per PFR requirement) however there were delays in achieving first 3 milestone (i.e., submission of plan, delivery and installation). Please clarify.	Please be guided by the RFP.
116	90	Annexure 13 - Service Levels	The SLA charges will be subject to an overall cap of 10% of the ATS Charges & Onsite Support Charges	Bidder request that SLA charges to be subject to an overall cap of 5% of the ATS Charges & Onsite Support Charges	No Change
117	91	Annexure 13 - Service Levels	In case of non-compliance or delay in fulfilling the conditions mentioned in this RFP document, the Bank can levy penalty on the	Bidder request clarification, overall upper cap of 10% of TCO is applicable only for annexure 13 or	Please be guided by the RFP.

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			bidder subject to an overall cap of 10% of the Total Cost of Ownership.	does it also includes penalty levied for delays in annexure 12 (point 8 and point 9).	
118	60	Annexure 12 – Project Details & Scope of Work	2.44 The bidder should provide every year advanced training of the proposed solution to atleast 5 Bank Officials by OEM certified trainer along with OEM certification at no extra cost.	In Commercial bid there is no separate line Item for Training. Requesting you to kindly add the same in order to factor the Training cost.	No Change
119	82	6. Management of the Proposed solution and Resource Deployment	L2 and L3 resources must be on the payroll of successful bidder. No exceptions will be entertained and non-compliance shall result in termination of contract. L1 resource need not be mandatorily on the payroll of successful bidder.	Bidder request bank to allow sub-contracting with prior approval from bank while the responsibility of the successful project will be with the OEM & Bidder.	No Change
120	93	Annexure 15 - Commercial Bid	*The quantity (Number of endpoints) mentioned are approximate and tentative in nature which will be considered for arriving at TCO for all evaluation purpose. However, Bank may or may not order any no. of these quantities during the tenure of the Contract Period at its own discretion. Payment for the license cost will be done on actual utilization basis, based on the unit cost. Unit cost of license will be arrived as "Annual Subscription Cost of the respective year / No. of Licenses". Cost of the Licenses will be applicable from the date of its usage in the production.	Bidder request minimum commit of number of Endpoints to arrive at competitive commercials	No Change
121	94	Annexure 15 - Commercial Bid	. i. Unit wise implementation must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership). The Bank has discretion to avail any of these optional functionalities as per Bank's requirement during the contract period.	Unable to drive at Unit wise implementation cost as this solution consist of multiple components	Please refer Addendum I.

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122	11	8. Payment Terms		Bidder request bank to pls clarify on Successful Go-live criteria. Bidder request to provide clarity on minimum number of license to be implemented for go live.	To be decided mutually with the successful bidder depending upon project plan. Please be guided by the RFP.
123	10	7. Performance Guarantee (PBG)	The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure - 16 to the extent of 3% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.	Bidder request PBG validity to end with the end of contract.	No Change
124	14	12-Termiantion, RFP	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract	We request that such costs be capped to 10% of the amounts payable by the bank for the undelivered portion of the goods/services.	No Change
125	18	20.9-Legal	Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document	We request to relax this clause so as to give us an opportunity to suggest amendments.	No Change

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126	18	20.1-Legal	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.	We request to relax this clause so as to give us an opportunity to suggest amendments.	No Change
127	117	Integrity Pact, Clause 8-Commercial	Independent External Monitors	We request that the IEMs should not be competitors of HPE and adequate notice periods and frequency to be determined before hand and restrictions re audit scope to those relevant to engagement under the contract.	No Change
128	108	Annexure 17, Clause 9-Commercials	Set Off-Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement	We understand that the set off shall be limited to penalties and shall be set off against any invoices under this project only.	Please be guided by the RFP.
129	106	Annexure 17, Clause 12-Legal	Indemnity-The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: • Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or • an act or omission of the Service Provider and/or its employees, agents, subcontractors in performance of the obligations under this	We submit replacing the current language with the following: "The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from Indemnified Party by reasons of any act or omission of the	No Change

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			Agreement; and/or • claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or • claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors • breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or • any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or • breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or • Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.	Indemnifying Party , his agents or employees in the performance of the contractual obligation."	
130	107	Annexure 17, Clause 13-Legal	Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.	We submit that no transfer of ownership of any intellectual property will occur. Customer grants to us a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for us and our designees to perform the ordered services. If deliverables are created by us specifically for Customer and identified as such, we grant to the Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.	Please be guided by the RFP.

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131	108	Annexure 17, Clause 15-Legal	Termination	We request that a cure period of at least 30 days be provided prior to termination. Further, we request that the risk purchase be capped at 10% of the amounts payable for the undelivered portion of the goods/services.	No Change
132	14 and 110	Annexure 17, Clause 18 and RFP, Section 13-Legal	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide	We submit that: Auditors shall NOT be given access to: 1. Any information not related to the Services; 2. Bidder locations/premises (or portions thereof) that are not related to the Services; or 3.Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. Internal Bidder audit reports, or any summaries thereof. We require Independent Monitors to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder; 3. pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. A third party auditor/inspector shall: 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable	Please be guided by the RFP.

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			all information/ documents required by the Bank.	to Bidder; 3. be independent.	
133	112	Annexure 17, Clause 26-Legal	Force Majeure- The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold	We request all payments be made by BoB to Service Provider up to the date of suspension of services due to Force Majeure event	Please be guided by the RFP.

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			consultations in an endeavor to find a solution to the problem.		
134	112	Annexure 17, Clause 24-Legal	The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	Request to make clause mutual and keep it to 2 years post termination / expiry of engagement	Please be guided by the RFP.
135	57	2.3	The proposed XDR solution along with Endpoint and Server Security component should be from a single OEM/OSD. However, the proposed NDR component may not necessarily be from the same OEM/OSD but it should support integration with the proposed XDR solution for correlation, threat detection and response. Integration to be ensured by the bidder.	Sandbox can work at Perimeter Level inspecting all incoming files via web and via emails, integration with endpoint will also result in sending the files from branches to DC at Sandbox which will choke up the MPLS Link. Request you to keep integration as optional as this is not having a practical use case.	No Change
136	57	2.4	The proposed solution should be deployed in hybrid model with components, features and functionalities through Bank On-premise DC / DR and/or MeitY compliant Cloud Data Center hosted in India. The telemetry data collected from Bank's endpoint, servers and network devices should be sent through on-premise server to the vendor's MeitY compliant cloud for correlation, analysis and response.	Telemetry data collected from Bank's endpoint should be sent through on-premise server / proxy. Kindly add the option of proxy to the asked compliance as this will also give the same functionality. Not all solution have on premise server functionality for telemetry data hence adding proxy to the scope will have more qualified solutions.	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
137	57	2.7	The proposed solution should provide integration with Microsoft Office 365 Email solution of the Bank and ingest logs for correlation and threat detection and extend response action to different channels	Kindly keep O365 log ingestion as optional and solution. Not all solution currently have log ingestion for O365	No Change
138	57	2.28	The proposed solution should identify known and unknown threats in Bank's environment including but not limited to zero-day, malware, ransomware, advanced persistent threats, C&C, file-based / file-less attacks at different channels like endpoint, server, network and cloud. Further, response action (both automated and manual) should be available to remediate the threats from the unified console.	Adding the C&C URLs to the Management console is not a practical solution as C&C URLs keep on changing and are active for short period of time only. Request you to keep C&C as optional.	No Change
139	59	2.34	The proposed solution should support API based integration with the existing as well as future IT and security solutions (on-premise / cloud) of the Bank including but not limited to Active Directory, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy, Ticketing tool. Bidder to ensure integration of Bank's IT and Security solutions with the proposed solution as per Bank's requirement.	Bidder request this point to be removed as the API integration depends on a two way communication and the API should be available with other solutions like DLP, PIM, NAC etc…	No Change
140	62	3	The proposed solution should ingest logs from different channels of the Bank including but not limited to endpoints, servers, cloud, network and Active Directory to the vendor data lake for correlation, threat detection, threat hunting and response.	Kindly keep Active Directory log ingestion as optional and solution should prevent the identity based attack. Not all solution have log ingestion for AD.	No Change
141	64	16	The proposed solution should provide pre-defined and custom dashboards, in addition to providing graphical view of the entire threat lifecycle with relevant details like initial communication, processes run, commands	Kindly change the C&C connections to URLs connected/DNS resolved as this will have much larger scope.	No Change

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			executed, C&C connection and exfiltration with timeline for assisting investigation.		
142	64	20	The proposed solution should provide automated threat detection and response capabilities through out-of-box playbooks as well as customized playbooks for incident response.	Kindly change the clause to "The proposed solution should provide automated threat detection and response capabilities by configuring patterns for incident response"	No Change
143	66	36	The proposed solution should integrate with Bank's current and future IT and Security solutions including but not limited to Active Directory, SIEM, DLP, PIM, NAC, DAM, SIEM, NTP, Internet Proxy and Ticketing tool without any additional license / cost.	Bidder requests this line to be modified or removed as integration with DLP, DAM, PIM is loosely coupled and may not require integration…	No Change
144	66	39	The proposed solution should provide user / system risk score to assist security analysts in making informed decisions to remediate / block the threats.	Kindly change the clause to "The proposed solution should be able to isolate the infected machine manually or automatically and should be able to remediate/block the threat.". Not all solutions have risk score mechanism to achieve the prevention task.	Please refer Addendum I.
145	76	120	The proposed NDR component should seamlessly integrate with the proposed XDR solution for threat detection and response in the Bank's environment. Integration to be ensured by the bidder.	We support API mechanism but Bidder request to share Use cases	Please be guided by the RFP.
146	78	129	The proposed solution should allow to completely respond to the threat detected at the network layer and extend this response to other channels like endpoint, server and cloud for further blocking action.	Bidder request List of devices for which the integration is required and relevant use cases to be deployed	Details will be shared with Eligible bidders.
147	79	141	The proposed solution should have sandboxing capability with virtualized Windows & Linux operating environments for scanning of suspicious file in sandbox.	Bidder request keep this point limited to windows OS.	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
148	29	Annexure 02 - Evaluation Terms D - Experience and Support Infrastructure	The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years.	We Request Bank to Modify the clause mentioned below: The bidder should have supplied and implemented XDR / EDR solution for minimum **5,000** endpoints (in a single deployment) along with **support** and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years.	No Change
149	30	Annexure 02 - Evaluation Terms D - Experience and Support Infrastructure	The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years.	We Request Bank to Modify the clause mentioned below: The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with **support** and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years.	No Change
150	82	Cadre Deduction	L2 and L3 resources must be on the payroll of successful bidder. No exceptions will be entertained and non-compliance shall result in termination of contract. L1 resource need not be mandatorily on the payroll of successful bidder.	We Request Bank to Modify the clause mentioned below: L3 resources must be on the payroll of successful bidder. No exceptions will be entertained and non-compliance shall result in termination of contract. **L1 and L2** resource need not be mandatorily on the payroll of successful bidder.	No Change
151	NA	General	General	1. Please let us know if agent roll out on endpoints would be in scope of bidder 2. If agent roll out is in bidder's scope, then please let us know if all the agents can be pushed through AD	Please be guided by the RFP.

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				3. Please share the list of locations with bifurcation of endpoint count at each location	
152	NA	General	General	Is this going to be a new deployment or migration of some other existing EDR solution	Please be guided by the RFP.
153	NA	General	General	Please let us know which EPP solution are you currently using	Details will be shared with eligible bidders.
154	NA	General	General	Please let if the underlying hardware for solution deployment would be provided by Bank	Please be guided by the RFP.
155	26	Annexure 02 - Evaluation Terms	The bidder must be in the business of supply, implementation and maintenance of Extended Detection and Response (XDR) / Endpoint Detection and Response (EDR) or providing Cyber Security Services / Security Operations Centre in India atleast for the last 3 years (as on RFP date).	We have undergone restructuring of our company business resulting in formation of subsidiary company, operational since 2020, to focus on specific line of business of the RFP. Hence the subsidiary bidding company will have to relay on its parent company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: 1. The Bidder or Bidder's Parent company (incase bidder is 100% owned subsidiary of its Parent company) must be in the business of supply, implementation and maintenance of Extended Detection and Response (XDR) / Endpoint Detection and Response (EDR) or providing Cyber Security Services / Security Operations Centre in India atleast for the last 3 years (as on RFP date).	No Change
156	28	Annexure 02 - Evaluation Terms	The bidder must have registered average annual turnover of Rs. 100 Crores or above (from Indian Operations only) during the last three financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).	Request to modify the clause as: The bidder must have registered average annual turnover of Rs. 100 Crores or above (from Indian Operations only) during the last three financial years – 2020-21, 2021-22 and 2022-23 *(Not inclusive of the turnover of associate companies).	No Change

Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
157	28	Annexure 02 - Evaluation Terms	The bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three financial years - 2019-20, 2020-21 and 2021-22*	Request to modify the clause as: The bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three financial years - 2020-21, 2021-22 and 2022-23*	No Change
158	29	Annexure 02 - Evaluation Terms	The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years.	We have undergone restructuring of our company business resulting in formation of subsidiary company, operational since 2020, to focus on specific line of business of the RFP. Hence the subsidiary bidding company will have to relay on its parent company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: 1. The Bidder or Bidder's Parent company (incase bidder is 100% owned subsidiary of its Parent company) should have supplied and implemented XDR / EDR solution for minimum 4000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years.	No Change
159	30	Annexure 02 - Evaluation Terms	The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years.	We have undergone restructuring of our company business resulting in formation of subsidiary company, operational since 2020, to focus on specific line of business of the RFP. Hence the subsidiary bidding company will have to relay on its parent company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: 1. The Bidder or Bidder's Parent company (incase bidder is 100% owned subsidiary of its Parent company) should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP)/ Anti Advance	No Change

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				Persistance Threat Protection Solution (ATP) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization/ Large Private Organization in India in the last 7 years.	
160	56	Annexure 12 – Project Details & Scope of Work 1. Project Scope	The proposed solution should be deployed in hybrid model with components, features and functionalities through Bank On-premise DC / DR and MeitY compliant Cloud Data Center hosted in India.	Kindly clarify "MeitY compliant Cloud Data Center " is existing Bank Data center where bidder need to host solution or Bidder need to host solution to any MeitY compliant Cloud Data Center.	Please be guided by the RFP.
161	87	9. PROJECT TIMELINES	Delivery of Hardware and Software for the proposed solution with all components. -02- months from the issuance of purchase order	Request to amend clause as Delivery of Hardware and Software for the proposed solution with all components. -04- months from the issuance of purchase order	No Change
162	87	9. PROJECT TIMELINES	Installation and configuration of the proposed XDR solution with all components. -04- months from the issuance of purchase order	Request to amend clause as Installation and configuration of the proposed XDR solution with all components. -06- months from the issuance of purchase order	No Change
163	87	9. PROJECT TIMELINES	Roll-out of the proposed solution as per scope of RFP in the Bank. -06- months from the issuance of purchase order	Request to amend clause as Roll-out of the proposed solution as per scope of RFP in the Bank. -12- months from the issuance of purchase order	No Change
164	29	Annexure 02 - Evaluation Terms A. Eligibility Bid: D Experience and Support Infrastructure	The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years	Bidder requests Bank to amend this clause as: The bidder should have supplied and implemented XDR / EDR solution for minimum 3,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years	No Change
165	56	Annexure 12 – Project Details	Considering the enormity of the assignment, any service, hardware or software which forms	Bidder requests Bank to amend this clause as: Any service, hardware or software which forms a	No Change

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		& Scope of Work 1. Project Scope	a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank.	part of the Project Scope that is not mentioned in the scope of work will be excluded.	
166	130	Annexure 24 – Information/Cyber-Security Measures/Controls for selected Service Provider	General Query	If the Bank requires the Bidder to comply to this Annexure then Bidder can only do so within the scope of the proposed XDR solution wherever applicable. Any additional controls/people/procedures/tools/technologies that need to be put in place need to be mutually discussed as part of a change request.	Please be guided by the RFP.
167	9	EMD	a) The amount of Earnest money deposit would be forfeited in the following scenarios: In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever. b) b. *In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever;* or 4 Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever. 4 To comply with any other condition precedent to signing the contract specified in the RFP documents.	The amount of Earnest money deposit would be forfeited in the following scenarios: a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever. b. In case of the successful bidder, if the bidder fails 4 **Refuses to accept and sign the mutually agreed contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoeve**r; or 4 To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever. To comply with any other mutually agreed condition precedent to signing the contract specified in the solicitation documents	No Change
168	12	Price Escalation	There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty taxes after the prices are	There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty taxes after the prices are fixed and before the delivery should be passed on to the Bank.	No Change

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			fixed and before the delivery should be passed on to the Bank.		
169	13	9. Sub Contracting	The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing	Bidder shall seek permission from Bank for sub-contracting and the same shall be reasonably granted	No Change
170	13	11. Compliance with Laws	Compliance in obtaining approvals / permissions / licenses: 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	1) Bidder shall be responsible for the laws that are applicable to it in its capacity as a system integrator of services to the extent that such requirements relate to the performance of Vendor's obligations under the contract. Such obligations shall be restricted to Bidder's scope of work. 2) Each Party hereto is solely responsible for complying with the applicable laws or regulations as applicable to it, when performing its activities under or in connection with the signed Agreement. 3) If any regulatory requirements change during the Term, the Parties will adjust the Services in accordance with the Change Control Procedure to the extent required due to changes in any regulatory requirements applicable to the Banks's business or the Network. Bidder is not providing any legal, tax, accounting or other professional advice as part of the Services 4) All indemnification related references / wordings	No Change

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				therefore need to be removed as Indemnification clause is already covered in a separate clause 6.2	
171	13	12. Termination	Bank reserves the right assigning any reason. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit. to terminate this RFP at any stage without any notice or	1) Termination right shall be as per termination for clause defined 2) Bank shall fees as per Consequences of termination clause	No Change
172	14		After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.	The liability in such an event shall be limited to the 10% of the differential excess amount spent by the Bank for procuring similar deliverables and services.	No Change
173	18	20.9. Acceptance of Terms:	the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document Only one submission of response to RFP by each Respondent will be permitted. 20.10. The Bank expects the Bidder to adhere to the	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along with assumptions as set forth in bid proposal	No Change

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			terms of this tender document and would not accept any deviations to the same		
174	20	Sweep Clause	The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank.	Services / Functions / Responsibilities which are required to deliver the functionalities asked in the RFP is included. Any other functionalities which are inherent in the product but bank want to get implemented will have to be managed through a mutually agreed change request process.	No Change
175	87	LD	Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. If delay exceeds beyond two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.	Bidder will have to pay late delivery charges to the Bank @ 0.5% of the delayed portion of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, Bank reserves the right to cancel the respective purchase order subject to 30 days cure period (Termination for Breach).	No Change
176	87	Shifting HW	Bank reserves the right to shift any hardware / equipment to any location(s), as per requirement. Warranty, ATS and AMC would continue to be in force at the new location also (in India).	Subject to OEM policy of transfer / shifting of installed HW	No Change

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177	88	LD	In case of any delay / breach of timelines by the bidder, Bank may impose penalty and the bidder will have to pay charges for delay to Bank of Baroda @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. In case of delay of more than -01month beyond the mentioned timelines, Bank of Baroda reserves the right to cancel the entire order.	In case of any delay / breach of timelines by the bidder, Bank may impose penalty and the bidder will have to pay charges for delay to Bank of Baroda @ 0.5% of the delayed portion of the purchase order inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. In case of delay of more than -01month beyond the mentioned timelines, Bank of Baroda reserves the right to cancel the entire order.	No Change
178	94	Annexure 14 Masked Commercial Bid	Licenses should be enterprise type license to be utilized/ deployed at Bank Branches/Offices in India International territories, RRBs, Subsidiaries and associates both domestic international and on Bank's assets.	1) Any issues arising out of third party products or services shall be governed exclusively by the EULA and support agreement signed directly between the DHS and the OEM (2) DHS acknowledges that the ownership of the Software will always be with the respective licensors (3) Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this Agreement. DHS agrees and acknowledges that save as expressly provided in this Agreement, all Intellectual Property Rights in relation to the Software, Deliverables and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by Bidder during, in connection with or in relation to fulfilling its obligations under this Agreement belong to and shall remain a property of Bidder or its licensor. (5) All copyrights and other intellectual property	No Change

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				rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. (6) DHS shall comply with the license terms, as may be specified by the respective licensors, applicable for the use of the Software provided under this Agreement. (7) DHS to use such IP for its internal use only	
179	106	Indemnity	12. INDEMNITY The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:	12. INDEMNITY The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any Third Party claim, suit or proceeding brought against the Bank as a result of:	No Change
180	106	Indemnity	***breach of any of the term of this Agreement*** or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or	breach of any of the material term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or	No Change
181	106	Indemnity	breach of confidentiality obligations of the Service Provider contained in this Agreement;	Define Gross negligence / Wilful misconduct to be defined in the contract	Please be guided by the RFP.

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			and/or · Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.		
182	107	Indirect Damages	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 customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.	Indemnity shall exclude direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages Bidder suggest indemnity for claims made by its customer is too wide and need to be deleted The incremental cost shall be restricted to 10% only	No Change
183	108	15. TERMINATION	In following events Bank shall terminate this assignment or cancel any particular order if service provider: · breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 Working Days after Bank gives written notice; or · Failure by Service Provider to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or · The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory. · Supply of substandard materials/ services	breaches any of its material obligations set forth in this agreement and Such breach is not cured within 30 Working Days after Bank gives written notice; or ·Failure by Service Provider to provide Bank, within 30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank The words "unsatisfactory" / sub-standard are very subjective and need to be deleted	No Change
184	108	15. TERMINATION	Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.	Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.	No Change

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				In the event of Termination, EIT will invoice and BOB will pay in respect of any Services already performed until the termination date, work under progress till date of termination including termination fees as per the payment terms of this Agreement.	
185	109	Effect of termination	If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.	The liability in such an event could be limited to the 10% of the differential excess amount spent by the Bank for procuring similar deliverables and services.	No Change
186	111	19. LIMITATION OF LIABILITY	Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement 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. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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.	LOL to be restricted to ACV Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages	No Change

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Sr.	Page #	Point /Section #	Clarification point as stated in the tender document	Comment/ Suggestion (From Vendor)	Bank's Clarification to Pre-Bid Queries
187	111	Indirect Damages (BOB)	Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.	Under no circumstances either Parties shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.	No Change
188	NA	Bank General Responsibilities	Not Defined	(1) Bank to set out standard bank dependencies (2) Bidder suggest adding appropriate relief event/savings clause to enable Bidder ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank	No Change
189	NA	Deemed Acceptance	Not Defined	The Acceptance is deemed to be granted in the following circumstances: 1. Any delay in the License or implementation milestones which is beyond Vendor's scope and has dependency on any other 3rd party or Bank except Vendor shall be deemed accepted when Vendor has delivered its portion of service or when it was originally due whichever is earlier 2. When customer puts equipment into commercial service prior to issuing the Acceptance certificate 3. If the customer uses the equipment (if necessary, with a limited time period such as 2 days) without issuance of the Acceptance certificate, then customer must accept that equipment is ready for use 4. Bank would provide signoff for each deliverable	No Change

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				within 5 days from submission of signoff-document after mutual agreement of acceptance of deliverable else the same would be treated as deemed signoff 5. In the event the software is in production for a period of 5 days, if Go Live is not signed-off, it is deemed accepted and signed-off.	
190	28	Eligibility Bid	The bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three financial years - 2019-20, 2020-21 and 2021-22* OR The net worth of the bidder should be positive as on FY 2021-22* closing date.	Request you to please consider changing the Pre-Qualification with respect to profitability as "Should have Profit in at least 2 of the last 3 financial years" OR "Should have Net Positive Worth for last 3 years".	No Change
191	29	Eligibility Bid	The bidder should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years	Request you to kindly amend as requested as bidder/OSD/OEM should have supplied and implemented XDR / EDR solution for minimum 15,000 endpoints (in a single deployment) along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in last 5 years	No Change
192	30	Eligibility Bid	The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years	Request you to kindly amend as requested as bidder/OSD/OEM The bidder should have supplied and implemented Network Detection & Response (NDR) / Network Advanced Threat Protection (ATP) solution along with operational support and maintenance in atleast one Commercial Bank / Financial Institution / Govt. Organization in India in the last 5 years	No Change