

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
1	43	5.5.4 Payment Terms	a) Delivery of Hardware/Appliances/Software: Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee	Request to release 30% of the price of hardware/appliances/Software on successful installation of the hardware / Appliance and applicable Service Tax (if any), instead of asking for BG of 10% because we are already providing a performance BG @10% of the project cost.	No Change
2	44	5.5.4 Payment Terms	d) AMC / ATS ☑ Payable annually against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.	Request to release the AMC/ATS cost in advance of the current year instead of previous year.	No Change
3	90	Annexure 12 - Service Levels	penalty levels: 99.99% to 97.92%---1% 97.91% to 95.83%---5% Less than 95.82%---10%	Request to dilute this high penalty levels as: 99.99% to 97.92%---1% 97.91% to 95.83%---2% Less than 95.82%---5%	No Change
4	90	Annexure 12 - Service Levels	2. Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc. & 3. Downtime of standby / HA components ----- 1% every four hours after the passage of Resolution time of 24 hours. The cap will be 10%.	Request to reduce the penalty to 0.5% every four hours after the passage of Resolution time of 24 hrous	No Change
5	79	Other Technical Requirements /Technical Specifications	VII. Post-Admission Protection – continuously monitoring users, elements and their sessions for suspicious activity (i.e. worms, viruses, malware, etc.). If detected, the action taken by a NAC solution may vary from isolating the offending system to dropping the session.	Point VII can be fulfilled by integrating with threat detection/prevention product. Kindly provide details about same (OEM, module, version) that bank has in the network.	Will be provided to successful bidder.
6	79	Other Technical Requirements /Technical Specifications	The Network Access Control (NAC) solution should be an automated security control platform that can monitor and control everything on the network—all devices, all operating systems, all users. The solution shall let employees and guests remain productive on the network while critical network resources and sensitive data remain protected.	Kindly provide operating systems to manage.	Will be provided to successful bidder.
7	79	Other Technical Requirements /Technical Specifications	Solution should Maintain an up-to-date/centralized inventory of authorized devices connected to bank's network (within/outside bank's premises) and authorized devices enabling the bank's network.	Kindly provide operating systems to manage. Is it via VPN? If so kindly provide VPN terminator device information like OEM, model, OS version.	Will be provided to successful bidder.
8	79	Other Technical Requirements /Technical Specifications	The solution should be capable to create Local Admin at Zonal level, Branch level, etc. with role based access if required	Is local admin meant for end user level to login into system? Kindly provide more information on it.	Local admin is not for end user to login. Hence, No change.

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9	79	Other Technical Requirements /Technical Specifications	The solution should be able to prevent and make custom policies for new age Zero day attacks within 24- 48 hours	This is one vendor specific point. NAC as a solution does the functionality of Authentication, authorization, compliance, Quarantine for any endpoint not meeting the requirements. To protect a user from Zero Day attacks is functionality of an Endpoint Advanced Malware solution. The NAC Solution can create custom policies to allow/disallow users in the network based on the detection by Endpoint Advanced Malware solution. To provide this functionality the NAC solution will need to integrate with threat prevention product to achive this requirement. Kindly provide details like OEM, model and version of threat preventoin product that bank has in the network.	No Change
10	79	Other Technical Requirements /Technical Specifications	The solution should be able to work independently with support for all network devices and endpoint machines	Kinldy provide list of network deices and endpoint machines in scope.	Will be provided to successful bidder.
11	80	Other Technical Requirements /Technical Specifications	The solution should be designed and deployed to work with the existing network and devices and should not require re-architecturing the network or replacement of existing devices.	Kindly provide list of existing network and devices.	Will be provided to successful bidder.
12	80	Other Technical Requirements /Technical Specifications	The proposed solution (appliances) will be deployed for the Bank centrally at two locations i.e. Mumbai & Hyderabad	kindly share Mumbai & Hyderbad DC network architecture.	Will be provided to successful bidder.
13	82	Other Technical Requirements /Functional Requirements	The proposed solution should operate within a heterogeneous network with switches, routers, etc. from multiple vendors (e.g. - Cisco, Checkpoint, Fortinet, Citrix, D-Link, and Juniper, 3com, Nortel, Linksys, Extreme Networks, etc. and legacy switches). NAC appliance should support vendor agnostic switch infrastructure. It must support the same with & Without 802.1x mechanism.	Request to modify this point to include only 802.1x mechanism and remove non-802.1x method. The most secured NAC solution in the market is called "Port Based NAC" which works on 802.1X protocol. 802.1x mechanism enables restriction of rouge/non-compliant systems at the edge. Does not allow to access network unlike other approach wherein system with unkonwn posture approach or rouge is allowed to access network till it get blocked. Considering the RBI guidelines and as per the security best practices the access switch should have some native security like mac-binding,dot1x etc. This would ensure that attacker wouldn't be able to bypass the security and access the critical bank infrastructure. We request you to refer the below link https://www.reuters.com/article/us-usa-fed-bangladesh/bangladesh-bank-exposed-to-hackers-by-cheap-switches-no-firewall-police-idUSKCN0XI1UO	No Change
14	83	Other Technical Requirements /Functional Requirements	Solution must be vendor & OS agnostic to existing wired, wireless and VPN network.	Kindly provide details of vendor and OS systems present on the network.	Will be provided to successful bidder.

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15	83	Other Technical Requirements /Functional Requirements	Solution must have capabilities to block the endpoint which are connected on Unmanaged Network Infrastructure (Like Unmanaged Switches).	Kindly provide unmanaged switch connectivity details like uplink router OEM, model and IOS.	Will be provided to successful bidder.
16	83	Other Technical Requirements /Functional Requirements	Solution should get deployed in a non 802.1x network with all functionalities available in an agent-based and/or agentless deployment.	<p>This is a single OEM specific point. Request you to relax this clause as "Solution should get deployed in a non 802.1x network with the functionalities that can be provided by the NAC solution with agent-based and/or agentless deployment."</p> <p>Considering the RBI guidelines and as per the security best practices the access switch should have some native security like mac-binding,dot1x etc. This would ensure that attacker wouldn't be able to bypass the security and access the critical bank infrastructure. We request you to refer the below link https://www.reuters.com/article/us-usa-fed-bangladesh/bangladesh-bank-exposed-to-hackers-by-cheap-switches-no-firewall-police-idUSKCN0XI1UO</p>	No Change
17	83	Other Technical Requirements /Functional Requirements	The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	This is a single vendor specific point. Functionality of NAC is not to address the vulnerabilities on user machines, it is to provide Authentication, Authorization, compliance and quarantine the endpoints based on the rules configured. Vulnerabilities on a machine can be identified by 3rd Party VM Tools which can be integrated with NAC to provide intelligence of actionable rule to quarantine a specific endpoint.	No Change
18	86	Other Technical Requirements /Functional Requirements	Solution shall support the functionality to force endpoint to reacquire IP addresses that do not support a supplicant or client to generate a DHCP request after a vlan change.	Need more information on this point. Which endpoint we are talking about?	No Change
19	86	Other Technical Requirements /Functional Requirements	The solution should identify / alert / Block if high privilege (admin accounts) are used for common operations in place of accessing specific resources.	Kindly provide more details on common operations. What kind of operations control are expected.	This functionality is required to track the usage of high privilege account in network and take any action on the same, if required.
20	86	Other Technical Requirements /Functional Requirements	The solution should be able to identify all network devices such as routers, switches, IOT's devices using factory default or Weak/common credentials as part of IOT Risk Assessment.	Identification of default or weak/common credentials as part of IOT risk assessment can be done using security assessment solution. Kindly provide details about security assessment solution available in the network for integration perspective.	No Change

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21	87	Other Technical Requirements /Functional Requirements	The solution should support both 802.1X and Non- 802.1X Architecture. The support for Non-802.1X Architecture will allow early integration with Bank's existing network infrastructure without the need of any hardware and software upgrades required for 802.1X deployments. The Bank can then take its own time to upgrade the infrastructure to support 802.1x at its own pace and doesn't make it a deterrent to the NAC deployment.	Kindly provide switch connectivity details that does not have 802.1x support. Details like what is upstream router OEM, model and OS version to which switch is connected.	Will be provided to successful bidder.
22	77	Pt 4. The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues.	Since SIEM will have a lot of information from various devices in the network and does the co-relation of this information, this is better to be enforced on a single point (the firewalls) rather than the NAC acting by pushing out policies to another device i.e. Switch	Request to change to — The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF)	No Change
23	79	Pt 8 — Other Technical Requirements — The solution should be able to prevent and make custom policies for new age Zero day attacks within 24-48 hours	NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. Also our NAC solution is an out of band solution and hence does not monitor or see all the traffic in the network. There are specialized solutions available from leading vendors who can do a far superior job	Request you change this to — The NAC solution should be able to determine if the endpoint solution for prevention of Zero Day Attacks is running on the endpoint	No Change
24	81	Point 21 – Reporting — The proposed solution should have ability to generate reports in different formats, such as HTML, Excel, CSV and PDF	CSV and Tab Delimited formats can easily be converted to any format as required by the bank with no additional costs involved.	Request you to change this to — The proposed solution should have ability to generate reports in different formats, such as CSV, Tab Delimited	No Change

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25	81	Point 22 — Reporting -- Reports should automatically be generated on a scheduled basis and should be available in real time on demand.		Request to change — Reports should automatically be generated in real time on demand as real time is far more relevant than scheduled reports	No Change
26	84	Point 44 — Functional Requirement — The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. Also our NAC solution is an out of band solution and hence does not monitor or see all the traffic in the network. There are specialized solutions available from leading vendors who can do a far superior job.	Request you to change — The NAC solution should be able to determine if the endpoint solution for mitigation of network threats such as viruses, worms and spyware is running on the endpoint with latest updates and / or signatures	No Change
27	85	Point 57 — The proposed solution should be able to Detect infected or otherwise compromised/malicious devices on specific VLAN depending on threat information from desktop anti-virus, vulnerability assessment tool, SIEM alerts or other criteria	NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. Also our NAC solution is an out of band solution and hence does not monitor or see all the traffic in the network. There are specialized solutions available from leading vendors who can do a far superior job.	Request you to change — The NAC solution should be able to determine if the endpoint solution for mitigation of network threats such as viruses, worms and spyware is running on the endpoint with latest updates and / or signatures	No Change
1	21	3.4 Proof of Concept (POC) for NAC solution	Bank may ask the bidder, if required, for Proof of Concept (POC) of the NAC Solution. Integrated POC will be based on the following conditions: i) POC will be carried out at SI/OEM premises during technical evaluation process. ii) All and any cost associated with demonstrating the Integrated POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the Bidder and bank will not bear any cost. iii) Bank reserve its right to extend / shorten the period of POC where needed. iv) Bidders who have failed in the Integrated POC will automatically stand disqualified technically.	It is always recommended to do the Proof of Concept (POC) of NAC Solution in Bank Premises in live enviroment to reduce the risk of failer & to undstand the complexity during the implementation phase. Request you to rephrase as " Bank may ask the bidder, if required, for Proof of Concept (POC) of the NAC Solution. Integrated POC will be based on the following conditions: i) POC will be carried out at Bank premises with bank existing infrastructure during technical evaluation process. ii) All and any cost associated with demonstrating the Integrated POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the Bidder and bank will not bear any cost. iii) Bank reserve its right to extend / shorten the period of POC where needed. iv) Bidders who have failed in the Integrated POC will automatically stand disqualified technically. "	No Change

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2	21	3.6 Project Timelines	Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -4- months of issuance of the purchase order. Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required.	Usually Product & component delievery may takes 4-6 weeks also its large deployment of 65000+ IP's hence request you to rephrase it to "Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -6- months of issuance of the purchase order. Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required."	No Change
3	22	3.7 Support and Maintenance	Direct OEM Service and support should be covered under with dedicated TAM (Technical Account Manager) and onsite support, as and when required.	Request you to rephrase as " Direct OEM Service and support should be covered, with dedicated TAM (Technical Account Manager) and onsite support from bidder expert team, as and when required."	No Change
4	23	Log Retention	All Log (raw or Normalized) data must remain within the Bank's Data Center. Under no circumstances these data must travel outside Bank's environment. Further Bidder must follow the best practices for all compliances related to data and it's security. Bidder will be responsible to store logs in industry standard solution and format. Bidder shall propose solution that should be capable of retrieving the archived logs for analysis, correlation and reporting and forensic purposes. Log retention period must be as mentioned below; <input type="checkbox"/> Six Month – Online After the online log retention period, logs must be pushed to centralized solutions like Syslog server, SIEM Solution, etc. as decided by the Bank for archival purpose. Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs.	NAC solution have point in time all the event logs, it is not a NAC solution funcationility to retain 6 months logs onboard. Ideally Logs retention is the funcationility of SIEM/Syslog server & NAC will push all the require logs to SIEM/Syslog server. Request you to rephrase as " All Log (raw or Normalized) data must remain within the Bank's Data Center. Under no circumstances these data must travel outside Bank's environment. Further Bidder must follow the best practices for all compliances related to data and it's security. Bidder will be responsible to store logs in industry standard solution and format. Bidder shall propose solution that should be capable of retrieving the archived logs for analysis, correlation and reporting and forensic purposes. Log retention period must be as mentioned below; <input type="checkbox"/> Six Month – Online/External Log Server After the online/External Log Server log retention period, logs must be pushed to centralized solutions like Syslog server, SIEM Solution, etc. as decided by the Bank for archival purpose. Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs."	No Change
5	26	Technical Bid Evaluation, Technical Criteria compliance as per Technical Specification ##	Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as mentioned in Other Technical Requirements as per Annexure 11. If required, Bank may ask for POC at SI/OEM premises.	It is always recommended to do the Proof of Concept (POC) of NAC Solution in Bank Premises in live enviroment to reduce the risk of failer & to undastand the complexity during the implementation phase. Request you to rephrase as "Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as mentioned in Other Technical Requirements as per Annexure 11. If required, Bank may ask for POC at Bank premises with bank existing infrastructure."	No Change
6	26	Technical Bid Evaluation	The number of implementations of proposed solution completed directly by the bidder in BFSI/ Govt. Sector in the last 3 years in India. In case OEM is directly bidding for this RFP, implementation experience directly or through their channel partner will be considered. **	Please accept the deployment experiance directly or through OEM/partners at other customer location even in case of bidder is not an OEM.	No Change
7	26	Technical Bid Evaluation	Presentation cum interview :- Bidder to provide presentation on the proposed solution and its implementation.	Request you to rephrase "Presentation cum interview :- Bidder & OEM to provide presentation on the proposed solution and its implementation."	No Change

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8	39	5.4.10	Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	As you would appreciate that the pricing is done based on the volume. We would request Bank to consider our request and put a limit of 5% variation in case the scope is being reduced. For additional scope to be routed through PCR. Decrease of Scope is not acceptable, request deviation on decrease of work.	No Change
9	90	Annexure 12 - Service Levels , Sr No 2	Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc. Response and resolution time of 24 hours after reporting to SI/OEM support	Resolution is based on root cause hence request you to rephrase as " Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc. Response/resolution time of 24 hours after reporting to SI/OEM support"	No Change
10	90	Annexure 12 - Service Levels , Sr No 3	Downtime of standby / HA components ,Response and resolution time of 24 hours after reporting to SI/OEM support.	Resolution is based on root cause hence request you to rephrase as " Downtime of standby / HA components ,Response/Resolution time of 24 hours after reporting to SI/OEM support."	No Change
11	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must have minimum 2 x 1000 GB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces	Typo Error " The proposed solution must have minimum 2 x 1000 MB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces"	The specific clause of Annexure 16 of RFP be read as: "The proposed solution must have minimum 2 x 1000 MB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces."
12	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must support onboard retention of logs for a period of minimum 6 months	NAC solution have point in time all the event logs, it is not a NAC solution functionality to retain 6 months logs onboard. Ideally Logs retention is the functionality of SIEM/Syslog server & NAC will push all the require logs to SIEM/Syslog server. Request you to rephrase as " The proposed solution must support onboard retention of logs or send a logs to external log server (Syslog/SIEM) for a period of minimum 6 months"	No Change
13	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must be easily scalable to support monitoring 200000 devices but should initially support health-check / integration of minimum 65000 End-Points. As such, the solution should handle sustained traffic throughput of 10Gbps network throughput.	We will consider 1 IP per endpoint, Our assumption is valid?	We assume 1 IP per endpoint.
14	21	3.6	Project timelines	Warranty after Phase 1 to start- i.e 2 months of implementation time, and phase 2 to be completed in 4 months	Please refer RFP document.

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15		3.7	Support and maintenance	If the project is for 5 yrs, kindly clarify does it mean 5 yrs from deployment or 4.5 yrs of support plus 6 months of implementation	Warranty will start after completion of Phase 1 followed by AMC. Total contract period of 5 years is excluding initial implementation upto Phase 1. Please refer RFP document for complete details.
16	26		Technical evaluation	request Bank to give equal marks to OEM/Bidder for implementation experience.	Please refer RFP document.
17	33	5.1.4.4.1	Product warranty of HW /Appliance	Kindly clarify if the warranty would get started from the date of delivery or post deployment /implementation of 6 months.	Please refer RFP document.
18	41	5.5.1	Penalty	Request Bank to consider penalty as 0.5% per week instead of 1%.	No Change
19	41		Training	Kindly confirm the batch size of each training. Kindly confirm if total 3 trainings to be provided during the term of the contract	No Change
20	42	5.5.2	Warranty point 3	Request Bank to consider warranty of the HW replaced component to be co-terminus with the base machine.	No Change
21		5.5.3	Warranty of SW	Kindly confirm if warranty of SW to be started from date of delivery of licenses and 2 years of ATS to be provided.	Please refer RFP document.
22	43	5.5.4 a)	Payment term of HW	Request Bank to consider payment term of HW as 90% against delivery and 10% against PBG	No Change
23			SNR	Request Bank to consider SNR period to be 15 days instead of 60 days as mentioned in the RFP	No Change
24		5.5.4.b)	Payment term of SW	Request Bank to consider 80% against SW delivery, 10% against installation and 10% against UAT in Phase 1	No Change
25		5.5.4.c)	Implementation Cost	Request Bank 80% against installation and 20% against UAT for Phase 1	No Change
26		5.5.4.d)	AMC/ATS	Request Bank to consider quarterly in advance	No Change
27	99		Order to be placed to bidder on actual number of licenses requirements	Pls clarify the nos of license requirement at the time of purchase order which will be required immediately. Also confirm if the prices of optional items would be used till contract term and procured as and when required. In case of partial procurement, min batch size needs to be specified by Bank.	No Change
28	66 onwards		Act of God is excluded from SLA calculation(Referring to SOW Pg 61-76)	Act of God is excluded from SLA calculation(Referring to SOW Pg 61-76)	No Change
29	39	5.4.10	Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	As you would appreciate that the pricing is done based on the volume. We would request Bank to consider our request and put a limit of 5% variation in case the scope is being reduced.	No Change

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30	42	5.5.4	Payment Terms	Please note that Invoices are due on receipt and payable within 30 days of date of invoice (Payable Date). In the event payments are not received by the Payable Date, Bidder reserves the right to suspend services and/or levy and collect a late payment fee of 2% per month or part thereof up to the date of receipt of payment by Bidder.	Please refer RFP document.
31	9;	1.12;	Acceptance of Terms;	Please note that the Bidder would deemed to have accepted the RFP terms and conditions, when the same is read along with the Bidder's proposal.	Please refer RFP document.
	29	5.1.1.1			Please refer RFP document.
	36	5.3.8	Terms and Conditions		Please refer RFP document.
32	15;	2.13;	Earnest Money Deposit	Please note that the successful Bidder shall submit a performance guarantee within 30 days of signing a mutually agreed contract between the parties. If the parties are unable to reach a mutual agreement, no EMD shall be forfeited and no performance guarantee is required to be submitted.	Please refer RFP document.
	34	5.2.1.3;			Please refer RFP document.
33	16;	2.14;	Commercial Bid;	Please note that the prices and costs submitted shall be exclusive of any taxes that are being levied	Please refer RFP document.
	31;	5.1.3.3;	Price Bids;		Please refer RFP document.
	32	5.1.4.1 and 5.1.4.4	Price Comparisons		Please refer RFP document.
34	18	3.3.2	General scope of work	Please note the following: 1) Incase any product requires to be replaced beyond the warranty period or goes out of sale/support, then any changes have to be made by the way of a Change Control Procedure and may include an additional cost to the Bank. 2) The solution proposed by the Bidder shall comply with all the laws and regulations, to the extent applicable to the Bidder's business in India.	Please refer RFP document.
35	21	3.5	Hardware sizing	We request for the deletion of this clause as the sizing is required to be done by the Bank.	No Change
36	24	N/A	Resource Allocation	Please note that any additional resources shall be provided by the way of a Change Control Procedure and shall incur additional costs.	Please refer RFP document.
37	29	5.1;	General;	Please note that if the Bidder is selected as successful, the parties shall mutually agree and sign a contract, which shall be the governing document for the entire scope of work. Further, the tender document has to be read along with the Bidder's proposal, which shall be considered as an integral part of the tender.	Please refer RFP document.
		5.1.2.3;	Rules of responding to the RFP		Please refer RFP document.
		5.1.2.14;			Please refer RFP document.
		5.1.2.17			Please refer RFP document.
38	30	5.1.2.7;	Rules of responding to the RFP	Please note that item/resource/service for which the cost is not provided, then for such item/resource/service to be provided, the parties would sign a Change Control Procedure for any additional requirement and cost that may be incurred by the Bidder.	Please refer RFP document.
		5.1.2.11;			Please refer RFP document.
		5.1.2.15			Please refer RFP document.

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39	32	5.1.3.4;	Rules of responding to the RFP	Please note that as the prices would be quoted exclusive of any taxes or any other charges that will be levied, therefore, any variation shall be directly passed on the Bank and the Bank shall be liable for any such payments.	Please refer RFP document.
		5.1.3.5			Please refer RFP document.
40	32	5.1.3.4;	Price Bids	Please note that the payment has to be made within 30 days from the date of the invoice being issued. No adjustments shall be made against the payments being made to the Bidder. Further, the contract shall be valid from the date of signing or as on the date agreed under the contract.	Please refer RFP document.
		5.1.3.6;			Please refer RFP document.
		5.1.3.7			Please refer RFP document.
41	34	5.2.1.3	Earnest Money Deposit forfeiture	We request for the clause to be read as: 5.2.1.1 The amount of Earnest money deposit would be forfeited in the following scenarios: 5.2.1.1.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever, <u>provided no changes have been made to the RFP by the Bank;</u> 5.2.1.1.2 In case the Bidder refuses to accept and sign the <u>mutually agreed</u> contract <u>as specified in this document</u> within 1 month of <u>such mutual agreement, as confirmed by the Bidder officially; issue of contract order/letter of intent for any reason whatsoever; or</u> 5.2.1.1.3 In case the Bidder fails to provide the performance guarantee within 30 days from <u>signing the mutually agreeable contract, the purchase order date, for any reason whatsoever.</u>	No Change
42	35	5.2.2	Performance Guarantee	Please note that the successful Bidder shall submit a performance guarantee within 30 days of signing a mutually agreed contract between the parties. If the parties are unable to reach a mutual agreement, no EMD shall be forfeited and no performance guarantee is required to be submitted. The Performance Guarantee shall only be forfeited if there is a material breach of the contract and if there is no other remedy available with the Bank. It shall also not be used for any set-off. The performance guarantee shall be valid for the contract duration and shall not be replenished.	Please refer RFP document.
43	35	5.3.3;	Others	Please note that the Bidder and Bank shall sign a mutually agreed contract. The RFP and its addendums shall also be read along with the Bidder's proposal and the same shall not be rejected unilaterally. Further, we request for the deletion of the 'risk purchase' requirement under section 5.3.5.	Please refer RFP document.
		5.3.4;			Please refer RFP document.
		5.3.5			Please refer RFP document.
44	36;	5.3.7;	Others	Please note the Bidder-owned products shall comply with all the laws that are applicable to such products in India and to the extent such laws are applicable to Bidder's general business in India as an IT service provider.	Please refer RFP document.
	37	5.3.10.2			Please refer RFP document.

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45	39	5.4.10	Other RFP requirements	Please note that any changes to the Contract have to be made by the way of a Change Control Procedure and may include an additional cost to the Bank.	Please refer RFP document.
46	39	5.4.16	Other RFP requirements	Please note the Bidder shall indemnify for a third party claim for the infringement of patent or copyright by the Bidder-owned and shall pay any court awarded damages for the same.	Please refer RFP document.
47	42	5.5.2	Warranty	Please note that the warranties shall be provided on a pass-through basis from the OEM(s).	Please refer RFP document.
48	42	5.5.4	Payment Terms	Please note that invoices are due on receipt and payable within 30 days of date of invoice (Payable Date). In the event payments are not received by the Payable Date, Bidder reserves the right to suspend services and/or levy and collect a late payment fee of 2% per month or part thereof up to the date of receipt of payment by Bidder. Further, no payments shall be withheld from the Bank.	Please refer RFP document.
49	45	6.1	General Terms and Conditions: Dispute Resolution	Please note that the arbitration shall be performed at a city that is mutually acceptable to both the parties and not the Bank's premises. Bidder suggests Bangalore or Mumbai.	Please refer RFP document.
50	46	6.4	Force Majeure	Please note that the Bank's payment obligations shall not suspended during any force majeure event.	Please refer RFP document.
51	46	6.5	Assignment	Please note that neither party may assign the contract, in whole or in part, without the prior written consent of the other. Assignment of Bidder's rights to receive payments or assignment by Bidder in conjunction with the sale of the portion of Bidder's business that includes a product or service is not restricted.	Please refer RFP document.
52	47	6.7	Confidentiality	Please note the following: 1) A n information shall only be considered as confidential, if it is marked or identified with a restrictive legend at the time of disclosure. 2) A ny notes, extracts created from the Confidential Information will not solely belong to the Disclosing Party. 3) C onfidential Information shall be protected for a period of five (5) years from the date of initial disclosure of Confidential Information. The parties shall also negotiate and sign a mutually agreeable non-disclosure agreement for the contract duration.	Please refer RFP document.
53	50	6.8	Termination	Please note that either party can only terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Bank shall pay Bidder for all products and services provided up to the effective date of termination.	Please refer RFP document.
54	51	6.1	Solicitation of employees	We request for the deletion of the clause.	No Change
55	52	6.11;	Inspection of Records;	Please note audits and inspections shall be conducted only to verify if Bidder is performing services in accordance with the service levels. A	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
		6.12	Visitorial Rights	third party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after he has executed a	Please refer RFP document.
56	52	6.13	Compliance with laws	<p>Please note that the Bidder shall comply with all the laws that are generally applicable to the Bidder's business as an IT service provider in India.</p> <p>The Bidder shall also obtain all the licenses and approval related to the products and services being provided by the Bidder under this RFP. However, if any product/infrastructure/license is being provided by the Bank, the Bank shall obtain the relevant approvals.</p> <p>Further, the requirement of indemnity under this clause is requested to be deleted.</p>	Please refer RFP document.
57	53	6.14	Order Cancellation	Bidder requests for the deletion of this clause.	No Change
58	53	6.15	Indemnity	Please note the Bidder shall only indemnify the Bank for a third party claim for any damage suffered by such third party due to the infringement of patent or copyright by the Bidder-owned and shall pay any court awarded damages for the same.	Please refer RFP document.
59	55	6.16	Corrupt and Fraudulent Practices	<p>Please note that any activity shall be considered a "corrupt practice" and/or a "fraudulent practice" only if they were conducted with a view to unduly and illegitimately influence the process, with an objective of gaining an undue business advantage.</p> <p>Further, the principles of natural justice shall be followed during any process that may be initiated against the Bidder.</p>	Please refer RFP document.
60	56	6.18	Transportation and Insurance	<p>Please note that the insurance cover shall be provided until the hardware is shipped from Bidder's warehouse, if any hardware is being provided by the Bidder and post that, the risk of loss shall be transferred to the Bank.</p> <p>Further, there shall be no insurance provided for a software.</p>	Please refer RFP document.
61	56	6.2	SLA and NDA	Please note that the parties shall mutually agree on the SLA and NDA, which shall include any terms proposed under the Bidder's proposal or otherwise suggested by the Bidder.	Please refer RFP document.
62	56	6.22	Limitation of liability	<p>We request for the clause to be read as:</p> <p>"Bidder's aggregate liability in connection with obligations undertaken as a part of the Contract, RFP regardless of the form or nature of the action, for any and all claims, giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value mentioned in the Purchase Order ».</p> <p>Further, please note that liability shall be unlimited for only those claims, that cannot be limited under the applicable law. Further, the Bank shall also not be absolved of any direct damages that it is liable to pay for.</p> <p>Also, no party shall be liable for any indirect, consequential, special, economic or exemplary damages, even if they are advised of the possibility.</p>	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
63	57	6.23	Ownership, Grant and Delivery	Please note that the Bank will own the copyright in works of authorship that Bidder develops for Bank (Project Materials). Project Materials exclude works of authorship delivered to Bank, but not created specifically for the Bank and any modifications or enhancements of such works made to those (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). Bidder grants the Bank an irrevocable (subject to Bank's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.	No Change
64	102;	Annexure 17 (Integrity Pact)		We request for deletion of section 2.3, 2.4 and 2.12.	No Change
	103;			We further request for the deletion of section 4.;	No Change
65	104	Annexure 17 (Integrity Pact); Section 6	Fall clause	We request for the deletion of the clause.	Please refer RFP document.
66	105	Annexure 17 (Integrity Pact)	Independent Monitors	Under section 7.6 and 8, the Bidder shall only provide access to those RFP related documents, which are non-confidential in nature. Bidder shall not be obligated to provide any other documents or access.	Please refer RFP document.
1	22	3.7 Support and Maintenance	<ul style="list-style-type: none"> The proposed product (hardware, software, etc.) should not be under "End of Sale" for the next three years and the proposed product should not be under "End of Shelf Life" (EOSL) in the next three years. If product goes EOSL within contract period of five years, support and upgrade to new version of hardware/software shall be provided by the bidder to the Bank without any additional cost. If Bank selects the proposed product and even after the contract period is over, the bidder should provide support for period as decided by the Bank at mutually agreed rates. 	Request Bank to reduce the End of sale Period to maximum 6 months from bid submission date. Also request bank to consider the support on best effort basis after contract period and same will be on mutually agreed rate.	No Change

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	32	5.1.3.4	In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, Goods & Service tax and any taxes introduced instead of Goods & Service tax, VAT and levies associated to Goods & Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of Bidder's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies	Hope , The Goods & Services tax would be paid by the Bank at actuals. Any variation in the GST rate as per the Government Notifications will be payable by Bank on actuals .	Please refer RFP document.
	42	5.5.4 Payment Terms	Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 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	Since bidder would already submitting PBG of 10%. Request Bank to release 10% on Project completion.	No Change
	44	5.5.4 Payment Terms	d) AMC / ATS:-e) Payable half-yearly against receipt of satisfactory service report of previous half-year from the Bank's Project / Operation Manager.	Hope , bank will release half yearly AMC charges as advance against receipt of satisfactory service report of previous half-year.	Please refer RFP document.
	65	Experience & Support Infrastructure	Bidder must have experience of implementing the proposed solution in at least one organization in India in past 3 years. In case OEM is directly bidding for this RFP, implementation experience directly or through their channel partner will be considered.	Request Bank to consider "AAA" as a reference of deployment of NAC	No Change
	53	6.15 Indemnity	The Bidder 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 <u>or indirectly</u> from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:	Any losses arising indirectly in connection with the services to be provided by the Bidder should be deleted as it exposes the bidder to considerable unforeseen liability . The underlined portion is requested to be deleted	No Change
	55	6.15 Indemnity	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 RFP and subsequent agreement by the Bidder.	This clause carves an exclusion to the exemption of indirect and consequential losses. Indemnity liability towards customers of the Bank, is considerably high monetary liability. The underlined portion is requested to be deleted	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
1	77	Point 4	The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues.	Request to change to — "The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF)" — Since SIEM will have a lot of information from various devices in the network and does the co-relation of this information, this is better to be enforced on a single point (the firewalls) rather than the NAC acting by pushing out policies to another device i.e. Switch	No Change
2	79	Point 5	Other Technical Requirements - The proposed NAC OEM should feature in the latest Gartner's Magic Quadrant for Network Access Control under the "leaders" quadrant and in the latest Gartner's Market Guide for Network Access Control	Request you to remove this — The last Gartner Magic Quadrant published was in 2014 and since then a lot has changed both technically and from OEM perspective. So this report is not relevant any more. For e.g. Aruba is HP, Juniper is Pulse Secure	No Change
3	79	Point 8	Other Technical Requirements — The solution should be able to prevent and make custom policies for new age Zero day attacks within 24-48 hours	Request you to remove this --- NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job.	No Change
4	81	Point 21	Reporting — The proposed solution should have ability to generate reports in different formats, such as HTML, Excel, CSV and PDF	Request you to change this to CSV, Tab Delimited. These formats can be easily converted to any format as required by the bank with no additional costs involved	No Change
5	81	Point 22	Reporting — Reports should automatically be generated on a scheduled basis and should be available in real time on demand	Request to change — Reports should automatically be generated in real time on demand	No Change
6	84	Point 44	Functional Requirement — The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	Request you to change — The solution should address vulnerabilities on user machines through periodic evaluation and remediation. Reason being NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job.	No Change
7	85	Point 57	The proposed solution should be able to Detect infected or otherwise compromised/malicious devices on specific VLAN depending on threat information from desktop anti-virus, vulnerability assessment tool, SIEM alerts or other criteria	Request you to remove — Since NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job	No Change
8	21	3.6 Project Timelines	Phase I - Complete installation, configuration and deployment of NAC solution at DC and DR. Integration of all end-points (servers, desktops, network devices, etc.) at DC and DR. This should be completed within -1- month of issuance of the purchase order. Product warranty will start after successful completion of phase I.	Request bank to consider atleast 3 months for Complete installation, configuration and deployment of NAC solution at DC and DR of issuance of the purchase order.	Please refer RFP document.
9	21	3.6 Project Timelines	Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -3- months of issuance of the purchase order. Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required.	Request bank to consider atleast 6 months for All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, of issuance of the purchase order.	Please refer RFP document.

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9	1.12	Acceptance of Terms	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document, subject to proposed deviations.	No Change
10	2.2	Registration of RFP Response	All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.	In no event shall the All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents, provided the written permission of the bidder is obtained to do the same.	No Change
11	2.4	RFP Validity period	RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected Bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.	RFP responses must remain valid and open for evaluation according to their terms for a period of at least 90 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion and upon mutual consent with the Bidder , to continue the assignment/contract on the selected Bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.	No Change
11	2.5	Contract period	The Contract with the selected Bidder will be valid for a period of 5 years. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.	The Contract with the selected Bidder will be valid for a period of 5 years. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted wherein Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.	No Change
12	2.10.	Formats of Bids	The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidders have rendered their services for execution of similar projects.		Query not proper. Hence, discarded.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
15	2.13	Earnest Money Deposit	<p>The earnest money deposit of a Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder withdraws its bid during the bid validity period.</p> <p>Unsuccessful Bidder's - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on earnest money deposit to unsuccessful Bidders.</p> <p>Successful Bidder – Earnest money deposit or bank guarantee will be discharged upon the Bidder furnishing the performance guarantee. The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.</p>	<p>The earnest money deposit of a Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank only if the Bidder withdraws its bid during the bid validity period.</p> <p>Unsuccessful Bidder's - Earnest money deposit or bank guarantee will be returned by the Bank within two 1 weeks from closure of the RFP rejection of bid or selection of the succesful bidder whichever is earlier. No interest shall be paid on earnest money deposit to unsuccessful Bidders.</p> <p>Successful Bidder – Earnest money deposit or bank guarantee will be discharged upon the Bidder furnishing the performance guarantee.</p> <p>The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of signing of contract on mutually agreed terms of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.</p>	No Change
29	5	Terms & Conditions	<p>5.1.1 General Terms</p> <p>5.1.1.1 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.</p> <p>5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the tender document shall be the governing document for arrangement between the Bank and the Bidder.</p>	<p>5.1.1 General Terms</p> <p>5.1.1.1 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.</p> <p>Please confirm whether any deviations of any kind are not accepted</p> <p>5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the tender document shall be the governing document for arrangement between the Bank and the Bidder.</p>	No Change
29	5	Terms & Conditions	<p>5.1.2 Rules for Responding to this RFP</p> <p>5.1.2.2 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 commercial bids</p>	<p>5.1.2 Rules for Responding to this RFP</p> <p>5.1.2.2 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 90 days after opening of the commercial bids</p>	No Change
29	5	Terms & Conditions	<p>5.1.2.4 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.</p>	<p>5.1.2.4 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six three months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.</p>	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
30	5	Terms & Conditions	In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright	In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price considered . The Bank in this case may also reject the offer outright	No Change
30	5	Terms & Conditions	5.1.2.11 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank. 5.1.2.12 In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright 5.1.2.13 In the event optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost		Query not proper. Hence, discarded.
30	5	Terms & Conditions	All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.		Query not proper. Hence, discarded.
31	5	Terms & Conditions	5.1.2.17 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.	5.1.2.17 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.	No Change
31	5.13	Price Bids	The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.	The prices and other terms offered by Bidders must be firm for an acceptance period of 180 90 days from the opening of the commercial bid.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
34	5.2.1	Bid Security / Earnest Money Deposit	<p>5.2.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates –Bid Security (Earnest Money Deposit)" by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank</p> <p>5.2.1.2 Offers made without the Earnest money deposit will be rejected.</p> <p>5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:</p> <p>5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;</p> <p>5.2.1.3.2 In case the Bidder 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</p> <p>5.2.1.3.3 In case the Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.</p>	<p>5.2.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates –Bid Security (Earnest Money Deposit)" by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 3 6 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank</p> <p>5.2.1.2 Offers made without the Earnest money deposit will be rejected.</p> <p>5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:</p> <p>5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;</p> <p>5.2.1.3.2 In case the Bidder refuses to accept and sign the contract as specified in this document on mutually agreed terms within 1 month of issue of contract order/letter of intent for any reason whatsoever; or</p> <p>5.2.1.3.3 In case the Bidder fails to provide the performance guarantee within 30 days from date of signing contract on mutually agreed terms the purchase order date, for any reason whatsoever.</p>	Please refer RFP document.

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35	5.2.2	Performance Guarantee	<p>5.2.2.1 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 13 to the extent of 10% of the total 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 only, other than Bank of Baroda.</p> <p>5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.</p> <p>5.2.2.3 The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.</p> <p>5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.</p>	<p>5.2.2.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract on mutually agreed terms whichever is earlier in the format as provided in Annexure 13 to the extent of 10% of the total 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 only, other than Bank of Baroda.</p> <p>5.2.2.2 In the event of non-performance of material obligation or failure to meet material terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.</p> <p>5.2.2.3 The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.</p> <p>5.2.2.4 If the Performance guarantee is not submitted within the stipulated time after signing of mutually agreed contract, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.</p>	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
35	5.3	Others	<p>5.3.1 The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.</p> <p>5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.</p> <p>5.3.3 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.</p> <p>5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing</p> <p>5.3.5 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an 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.</p>	<p>5.3.1 The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.</p> <p>5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.</p> <p>5.3.3 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder on mutually agreed terms. Failure on the part of the awarded Bidder to execute a valid contract on mutually agreed terms with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.</p> <p>5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the Bidders subject to mutually approval. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing</p> <p>5.3.5 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an contract (relative to this tender document) due to the Bidder's inability to meet the established</p>	Please refer RFP document.
38	5.4	Other RFP Requirements	<p>5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.</p>	<p>5.4.1 This tender document may undergo change by either additions or deletions or modifications before the last date of bid submission actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion before the last date of bid submission. The Bank will inform all Bidders about changes, if any.</p>	Please refer RFP document.
38	5.4	Other RFP Requirements	<p>5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.</p>	<p>5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage before the last date of bid submission till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before before the last date of bid submission the award date. The addendums, if any, shall be published on Bank's website only.</p>	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
39	5.4	Other RFP Requirements	5.4.16 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim	5.4.16 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. of third parties or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim	Please refer RFP document.
40	5.5	Terms of Reference	as per RFP		Query not proper. Hence, discarded.
40	5.5.1	Deliverables	In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of implementation cost 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%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order. Any deliverable has not been implemented or not operational on 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.	In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% 0.25% of defaulted portion of implementation cost 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% 2.5% of Implementation Cost . If delay exceeds the maximum percentage of 5%, 2.5% Bank of Baroda reserves the right to cancel the entire order after payment for all goods and services . Any deliverable has not been implemented or not operational on 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.	Please refer RFP document.
42	5.5.4	Payment Terms	The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. 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 Bidder in the price bid against such activity / item	The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. 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 Bidder in the price bid against such activity / item	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
42	5.5.4	Payment Terms	<p>a) Delivery of Hardware/Appliances/Software 70% of the Hardware / Appliances cost on delivery of Hardware / Appliance plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice: a) Original delivery Challans dully stamped and signed by the Bank Official. b) Original receipt of Octroi / entry tax etc wherever applicable. 20% of Hardware / Appliance cost on successful installation of the hardware / Appliance and applicable Service Tax (if any). SNR case - Wherever installation could not be carried out by the successful Bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful Bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful Bidder has to give an undertaking to complete installation within a week of being informed that the site is ready. Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 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.</p>	<p>a) Delivery of Hardware/Appliances/Software 70% 90% of the Hardware / Appliances cost on delivery of Hardware / Appliance plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice: a) Original delivery Challans dully stamped and signed by the Bank Official. b) Original receipt of Octroi / entry tax etc wherever applicable. 20% 10% of Hardware / Appliance cost on successful installation of the hardware / Appliance and applicable Service Tax (if any). SNR case - Wherever installation could not be carried out by the successful Bidder due to the Bank's dependencies like Site not ready etc. even after 60 30 days beyond the date of delivery then the payment would be released, upon the successful Bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful Bidder has to give an undertaking to complete installation within a 4 week of being informed that the site is ready. Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 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.</p>	Please refer RFP document.
42	5.5.4	Payment Terms	<p>b) Software / Application License Cost 50% of the Software / Application license cost on delivery of Software / Application Licenses plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice: a) Original delivery Challans duly stamped and signed by the Bank Official. b) Original receipt of Octroi / entry tax etc., wherever applicable.</p> <p>30% of the Software / Application license cost after successful installation of the Software / Application and payable against acceptance signoff in the form of Acceptance Report signed by both Bank's identified Project Manager & vendor representative. 20% of the Software / Application license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.</p>	<p>b) Software / Application License Cost 50% 90% of the Software / Application license cost on delivery of Software / Application Licenses plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice: a) Original delivery Challans duly stamped and signed by the Bank Official. b) Original receipt of Octroi / entry tax etc., wherever applicable.</p> <p>30% 10% of the Software / Application license cost after successful installation of the Software / Application and payable against acceptance signoff in the form of Acceptance Report signed by both Bank's identified Project Manager & vendor representative. 20% of the Software / Application license cost after Go Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.</p>	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
42	5.5.4	Payment Terms	c) Implementation Cost (OTC) 70% 70% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report signed by both Banks identified Project Manager & vendor representative. 30% 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative	c) Implementation Cost (OTC) 70% 100% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report signed by both Banks identified Project Manager & vendor representative. 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative	Please refer RFP document.
42	5.5.4	Payment Terms	d) AMC / ATS Payable annually Payable annually against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.	d) AMC / ATS Payable annually Quarterly in arrears against receipt of satisfactory service report of previous year quarter from the Bank's Project / Operation Manager.	Please refer RFP document.
46	6.5	Assignment	The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.	The Bidder Both parties agrees that the other party Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's/Bank's affiliate without the prior written consent of the other party Bank.	Please refer RFP document.
47	6.7	Confidentiality	<p>"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:</p> <ul style="list-style-type: none"> Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. <p>Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.</p> <p>"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.</p> <p>Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.</p>	<p>"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:</p> <ul style="list-style-type: none"> Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. <p>Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.</p> <p>"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.</p> <p>Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when</p>	Please refer RFP document.

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50	6.7	Confidentiality	Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.		Query not proper. Hence, discarded.
50	6.7	Confidentiality	The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.	Notwithstanding anything to the contrary , the confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank for a period of 2 years from such date of expiry or termination.	No Change
50	6.8	Termination	Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience. However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default: The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days; The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The other Party becomes the subject of a court order for its winding up. The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from	Bank Either party shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving the other party Bidder at least 90 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience. However Either party the Bank will be entitled to terminate this RFP and any subsequent agreement, if the other party Bidder breaches any of its material obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank /Bidder gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default: The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days; The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other	No Change
51	6.1	Solicitation of Employees	The selected Bidder, 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 selected Bidder , Neither party , during the term of the contract and for a period of one year there after , shall not without the express written consent of the other party 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/ Bidder in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank /Bidder at any time to terminate his/ her relationship with the Bank/ Bidder .	No Change

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52	6.11	Inspection of Records	All Bidder records with respect to any matters covered by this RFP 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 Bidder 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.	All Bidder records with respect to any matters covered by this RFP 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, annually with prior notice of 20 days 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 Bidder 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.	No Change
52	6.12	Visitorial Rights	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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	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 Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	No Change

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53	6.14	Order Cancellation	<p>The Bank will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90 days time period will commence from the day the Bank has sent such correspondence to the selected Bidder. The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone: Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder. Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process. The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. Failure of the Bidder make good the situation within the remedy period The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender. In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder</p>	<p>The Bank will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90 days time period will commence from the day the Bank has sent such correspondence to the selected Bidder. The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone: Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder. Material Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process. The amount of penalties has exceeded the overall cap of 5% 2.5 % of the defaulted portion of the Annual purchase order value inclusive of all taxes, duties, levies etc. Failure of the Bidder make good the situation within the remedy period The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder. In the event of termination Customer shall pay Vendor for goods delivered and services rendered till the date of termination.</p>	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
53	6.15	Indemnity	<p>The Bidder 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:</p> <p>Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or</p> <p>an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p> <p>claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or</p> <p>claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors</p> <p>breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or</p> <p>any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>breach of confidentiality obligations of the Bidder contained in this RFP; and/or</p> <p>Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.</p> <p>The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the</p>	<p>Subject to the Limitation of Liability clause, The Bidder 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 by a third party as a result of:</p> <p>Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or</p> <p>an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p> <p>claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or</p> <p>claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors</p> <p>breach of any of the term of this RFP or breach of any representation or willfully false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or</p> <p>any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>breach of confidentiality obligations of the Bidder contained in this RFP (excluding liability for personal data of customers and the like); and/or</p> <p>gross Negligence or gross misconduct solely attributable to the Bidder or its employees or sub-contractors.</p>	No Change
55	6.16	Corrupt and Fraudulent Practices	6.16.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	6.16.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	No Change
55	6.17	Violation of Terms	These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages subject to the Limitation of Liability .	No Change
56	6.18	Transportation and Insurance	All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the HW by the Bank. The Bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.	All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the HW by the Bank. The Bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
56	6.20.	Service Level Agreement and Non-Disclosure Agreement	The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA).	The selected Bidder shall, on mutually agreed terms , execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA).	No Change
56	6.22	Limitation of Liability	<p>Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.</p> <p>Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>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 Bidder as part of procurement under the RFP.</p> <p>Under no circumstances BOB shall be liable to the selected Bidder 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.</p> <p>It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Bidder.</p>	<p>Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the total amount payable to the Bidder in the preceeding 3 months for the relevant SOWTotal Order Value.</p> <p>Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or breach of confidentiality obligations (excluding liability for personal information including that of customers) shall be unlimited.</p> <p>Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the authorised use of any third party software or modules supplied by Bidder as part of procurement under the RFP. Under no circumstances BOB Either Party shall be liable to the selected Bidder for direct, indirect, incidental, punitive, speculative, 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.</p> <p>It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) and vice versa.</p>	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
66		Annexure 03 - Bid Security Letter	<p>3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:</p> <p>a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or</p> <p>b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -</p> <p>i. Fails or refuses to execute the contract form if required; or</p> <p>ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Bidders.</p> <p>Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.</p> <p>4 The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.</p>	<p>3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:</p> <p>a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or</p> <p>b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -</p> <p>i. Fails or refuses to execute the contract form on mutually agreed terms if required; or</p> <p>ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee after executing the contract form on mutually agreed terms, in accordance with the instruction to Bidders.</p> <p>Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.</p> <p>4 The Bid Security shall be returned to unsuccessful Bidders upon within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security after executing the contract form on mutually agreed terms in accordance with the instructions of the Bidder.</p>	No Change
68		Annexure 04 - Bid Security Form	<p>2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :</p> <p>a) fails or refuses to execute the mutually agreed Contract Form if required; or</p> <p>b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;</p>	<p>2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :</p> <p>a) fails or refuses to execute the mutually agreed Contract Form if required; or</p> <p>b) fails or refuses to furnish the Performance Security, in accordance with the mutually agreed Terms and Conditions of the Contract;</p>	No Change
70		Annexure 05 – Undertaking	<p>3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.</p> <p>4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.</p>	<p>3. We agree to abide by this Tender Offer for 90 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.</p> <p>4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.</p>	No Change
74		Annexure 08 –Conformity Letter	as per RFP	Kindly confirm whether if this is a NIL Deviation Bid.	No Change
76		Annexure 10–Undertaking of Information Security	We hereby undertake that 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)	We hereby undertake that the proposed hardware / software to be supplied will be free of known 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)	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
91		Annexure 13 - Performance Guarantee	1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP. 2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank	1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any material breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing material default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the material terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of material breach on the part of the Bidder of their obligations or material default in terms of the PO and RFP. 2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such material breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank	No Change
94		Annexure 14-Bank Guarantee for early release of retention money	as per RFP		No Change
101	1	Annexure 17 – Integrity Pact	1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.	1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings can be undertaken , or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
102	2	Annexure 17 – Integrity Pact	2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.	2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.	No Change
102	2	Annexure 17 – Integrity Pact	2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.	2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.	No Change
103	4	Annexure 17 – Integrity Pact	4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later. 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.	4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later. 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
103	5	Sanctions for Violations	<p>5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-</p> <p>5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.</p> <p>5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</p> <p>5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.</p> <p>5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p>	<p>5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-</p> <p>5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.</p> <p>5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</p> <p>5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.</p> <p>5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER</p>	No Change
104	6	Fall Clause	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
106	11	Validity	The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is earlier later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	No Change
		Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	-
		Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	-
		Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	-
		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	-

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
		Variance in Minimum Wages	Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	-
		Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	-
		ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	-
		Taxes	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	-
		Payment protection	Clause not present in RFP	In the event of termination of an SOW hereunder, Company shall pay Wipro: (1) all fees as specified in the SOW and expenses up to the effective date of the termination, including work in progress, plus fees for the applicable notice period irrespective of whether Company requires Wipro's services during such period; and (2) any termination charges agreed by the Parties. If this Agreement is terminated before all SOWs executed hereunder are terminated or completed, the terms of this Agreement shall remain in full force until the termination or completion of such Statements of Work.	-
		Network	Scope details	Please explain your network architecture of Wired & Wireless networks?	Will be provided to successful bidder.
				Is your network segmented?	Will be provided to successful bidder.
				Are there segregated wireless networks for internal and external users?	Will be provided to successful bidder.

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		Devices in scope	Scope details	What are the flavor of OS in use.	Will be provided to successful bidder.
				Do you have smart devices also in-scope	Will be provided to successful bidder.
				Are devices such as printers, scanners and VOIP devices in scope as well, do you have inventory for the same	Will be provided to successful bidder.
		802.1x Authentication	Scope details	Are you considering 802.1x Authentication only for Wired or wireless as well. If yes then please elaborate: a) Do you have centralized or distributed WLAN deployment b) What are the Make and model of wireless devices c) Do you have single domain or multiple domain	Will be provided to successful bidder.
		Domain	Existing architecture details	Please explain existing Domain architecture including number of domains involved etc	Will be provided to successful bidder.
				Please provide details on the current Enterprise PKI infrastructure, if available	Will be provided to successful bidder.
		Switching	Existing architecture details	Do you have multivendor switching environment,If you have non-cisco switch, do these switch support COA(Change of Authorization)	Will be provided to successful bidder.
				Request you to share the inventory details of existing switching environment	Will be provided to successful bidder.
		Operating system	Existing environment details	What are the operating system servers you use in your environment(Win,MAC,Linux,etc)	Will be provided to successful bidder.
				Do you have VDI in you environment	Will be provided to successful bidder.
		VOIP	Existing environment details	Do you have user behind the VOIP	Will be provided to successful bidder.
		Checks	Existing environment details	Do you have WSUS in your premises	Will be provided to successful bidder.
				Do you have SCCM in you in premises	Will be provided to successful bidder.
				Which antivirus are you using on you corporate network	Will be provided to successful bidder.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
		BYOD	Existing environment details	Do you have BYOD policy for your employees, If yes can you please elaborate on below questions: <ul style="list-style-type: none"> ●Please elaborate on the access provided as part of BYOD ●Do you have Dot1x authentication for smart devices ●Do you have any corporate provided smart devices or they are user owned ●Do you currently use a MDM solution (information required to check the compatibility) ●Do smart devices have full network access or restricted ●Are there specific devices in your mind those are allowed to access your network 	Will be provided to successful bidder.
		Guest	Existing policy details	Do you allow guest/vendor to connect there endpoints to your corporate network	Will be provided to successful bidder.
			Existing environment details	Is there any restricted VLAN defined for Guest	Will be provided to successful bidder.
			Existing environment details	What is the guest logon policy or procedure	Will be provided to successful bidder.
		Endpoint security measures currently implemented	What are the existing incident management processes for NAC alerts	Please elaborate on the endpoint security measures which have been implemented e.g. AV , Anti spyware, Windows firewall etc	Will be provided to successful bidder.
		VPN	Remote Access	Please let us know which VPN solution deployed and is in scope of NAC deployment	Will be provided to successful bidder.
2	79	Other Technical Requirements /Technical Specifications	VII. Post-Admission Protection – continuously monitoring users, elements and their sessions for suspicious activity (i.e. worms, viruses, malware, etc.). If detected, the action taken by a NAC solution may vary from isolating the offending system to dropping the session.	Point VII can be fulfilled by integrating with threat detection/prevention product. Kindly provide details about same (OEM, module, version) that bank has in the network.	Will be provided to successful bidder.
3	79	Other Technical Requirements /Technical Specifications	The Network Access Control (NAC) solution should be an automated security control platform that can monitor and control everything on the network—all devices, all operating systems, all users. The solution shall let employees and guests remain productive on the network while critical network resources and sensitive data remain protected.	Kindly provide operating systems to manage.	Will be provided to successful bidder.
4	79	Other Technical Requirements /Technical Specifications	Solution should Maintain an up-to-date/centralized inventory of authorized devices connected to bank's network (within/outside bank's premises) and authorized devices enabling the bank's network.	Kindly provide operating systems to manage. Is it via VPN? If so kindly provide VPN terminator device information like OEM, model, OS version.	Will be provided to successful bidder.
7	79	Other Technical Requirements /Technical Specifications	The solution should be capable to create Local Admin at Zonal level, Branch level, etc. with role based access if required	Is local admin meant for end user level to login into system? Kindly provide more information on it.	Local admin is not for end user to login. Hence, No change.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
8	79	Other Technical Requirements /Technical Specifications	The solution should be able to prevent and make custom policies for new age Zero day attacks within 24- 48 hours	This is one vendor specific point. NAC as a solution does the functionality of Authentication, authorization, compliance, Quarantine for any endpoint not meeting the requirements. To protect a user from Zero Day attacks is functionality of an Endpoint Advanced Malware solution. The NAC Solution can create custom policies to allow/disallow users in the network based on the detection by Endpoint Advanced Malware solution. To provide this functionality the NAC solution will need to integrate with threat prevention product to achive this requirement. Kindly provide details like OEM, model and version of threat preventoin product that bank has in the network.	No Change
9	79	Other Technical Requirements /Technical Specifications	The solution should be able to work independently with support for all network devices and endpoint machines	Kinldy provide list of network deices and endpoint machines in scope.	Will be provided to successful bidder.
14	80	Other Technical Requirements /Technical Specifications	The solution should be designed and deployed to work with the existing network and devices and should not require re-architecturing the network or replacement of existing devices.	Kindly provide list of existing network and devices.	Will be provided to successful bidder.
15	80	Other Technical Requirements /Technical Specifications	The proposed solution (appliances) will be deployed for the Bank centrally at two locations i.e. Mumbai & Hyderabad	kindly share Mumbai & Hyderabad DC network architecture.	Will be provided to successful bidder.
28	82	Other Technical Requirements /Functional Requirements	The proposed solution should operate within a heterogeneous network with switches, routers, etc. from multiple vendors (e.g. - Cisco, Checkpoint, Fortinet, Citrix, D-Link, and Juniper, 3com, Nortel, Linksys, Extreme Networks, etc. and legacy switches). NAC appliance should support vendor agnostic switch infrastructure. It must support the same with & Without 802.1x mechanism.	Request to modify this point to include only 802.1x mechanism and remove non-802.1x method. The most secured NAC solution in the market is called "Port Based NAC" which works on 802.1X protocol. 802.1x mechanism enables restriction of rouge/non-compliant systems at the edge. Does not allow to access network unlike other approach wherein system with unkonwn posture approach or rouge is allowed to access network till it get blocked. Considering the RBI guidelines and as per the security best practices the access switch should have some native security like mac-binding,dot1x etc. This would ensure that attacker wouldn't be able to bypass the security and access the critical bank infrastructure. We request you to refer the below link https://www.reuters.com/article/us-usa-fed-bangladesh/bangladesh-bank-exposed-to-hackers-by-cheap-switches-no-firewall-police-idUSKCN0XI1UO	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
36	83	Other Technical Requirements /Functional Requirements	Solution must be vendor & OS agnostic to existing wired, wireless and VPN network.	Kindly provide details of vendor and OS systems present on the network.	Will be provided to successful bidder.
37	83	Other Technical Requirements /Functional Requirements	Solution must have capabilities to block the endpoint which are connected on Unmanaged Network Infrastructure (Like Unmanaged Switches).	Kindly provide unmanaged switch connectivity details like uplink router OEM, model and IOS.	Will be provided to successful bidder.
41	83	Other Technical Requirements /Functional Requirements	Solution should get deployed in a non 802.1x network with all functionalities available in an agent-based and/or agentless deployment.	<p>This is a single OEM specific point. Request you to relax this clause as " Solution should get deployed in a non 802.1x network with the functionalities that can be provided by the NAC solution with agent-based and/or agentless deployment."</p> <p>Considering the RBI guidelines and as per the security best practices the access switch should have some native security like mac-binding,dot1x etc. This would ensure that attacker wouldn't be able to bypass the security and access the critical bank infrastructure. We request you to refer the below link https://www.reuters.com/article/us-usa-fed-bangladesh/bangladesh-bank-exposed-to-hackers-by-cheap-switches-no-firewall-police-idUSKCN0X11UO</p>	No Change
44	83	Other Technical Requirements /Functional Requirements	The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	This is a single vendor specific point. Functionality of NAC is not to address the vulnerabilities on user machines, it is to provide Authentication, Authorization, compliance and quarantine the endpoints based on the rules configured. Vulnerabilities on a machine can be identified by 3rd Party VM Tools which can be integrated with NAC to provide intelligence of actionable rule to quarantine a specific endpoint.	No Change
62	86	Other Technical Requirements /Functional Requirements	Solution shall support the functionality to force endpoint to reacquire IP addresses that do not support a supplicant or client to generate a DHCP request after a vlan change.	Need more information on this point. Which endpoint we are talking about?	No Change
65	86	Other Technical Requirements /Functional Requirements	The solution should identify / alert / Block if high privilege (admin accounts) are used for common operations in place of accessing specific resources.	Kindly provide more details on common operations. What kind of operations control are expected.	This functionality is required to track the usage of high privilege account in network and take any action on the same, if required.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
67	86	Other Technical Requirements /Functional Requirements	The solution should be able to identify all network devices such as routers, switches, IOT's devices using factory default or Weak/common credentials as part of IOT Risk Assessment.	Identification of default or weak/common credentials as part of IOT risk assesment can be done using security assessment solution. Kindly provide details about security assessment solution available in the network for integration perspective.	Will be provided to successful bidder.
68	87	Other Technical Requirements /Functional Requirements	The solution should support both 802.1X and Non- 802.1X Architecture. The support for Non-802.1X Architecture will allow early integration with Bank's existing network infrastructure without the need of any hardware and software upgrades required for 802.1X deployments. The Bank can then take its own time to upgrade the infrastructure to support 802.1x at its own pace and doesn't make it a deterrent to the NAC deployment.	Kindly provide switch connectivity details that does not have 802.1x support. Details like what is upstream router OEM, model and OS version to which switch is connected.	Will be provided to successful bidder.
1	65	Existing & Support Infrastructure	The proposed Solution must be implemented in at least 3 Commercial Banks / Financial Institution in India in last 3 financial years by OEM/OSD or their channel partner in India.	We request you to modify this clause as : "The proposed Solution must be implemented in at least 2 Commercial Banks / Financial Institution/PSU organizations in India by OEM/OSD or their channel partner in India".	No Change
1		We request you to add the following points to the specifications since these are best security practices	As per the regulatory recommended solutions the solution should not be designed such that it makes entire traffic flow all the way to data center for purpose of Authentication, visibility and authorisation. Hence it is recommended to have the control over the edge with traffic stopped at the edge for any unauthorised devices. To provide this functionality it is recommended to have the switches managed instead of unmanaged.		No Change
2		We request you to add the following points to the specifications since these are best security practices	Solution must have capabilities to control/block the endpoint which are connected on managed Network Infrastructure.	Considering the RBI guidelines and as per the security best practices the access switch should have some native security like mac-binding,dot1x etc. This would ensure that attacker wouldn't be able to bypass the security and access the critical bank infrastructure. We request you to refer the below link https://www.reuters.com/article/us-usa-fed-bangladesh/bangladesh-bank-exposed-to-hackers-by-cheap-switches-no-firewall-police-idUSKCN0X11UO	No Change
			As per eligibility you require RS. 100 Cr Turnover for each year.	Request you, to change this as 100 Cr Average turnover.	No Change
1	31	5.1.2.16	All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.	Vendor can accept this as long as this clause is restricted to the proposed bid & subject to the condition that there is modification during the life cycle of the contract.	Please refer RFP document.

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2	32	5.1.3.6	Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder".	Won't there be any payment of interest by the Bank even on the undisputed invoices for which products have been delivered and services have been rendered?	Please refer RFP document.
3	35	5.2.2.1	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 13 to the extent of 10% of the total 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 only, other than Bank of Baroda.	Para 2.13 at page 15 provides for validity of Bank Guarantee to be 8 months . Please clarify	Validity of Bank Guarantee in lieu of Earnest Money Deposit shall be 8 months. Performance Guarantee by successful bidder is for the entire period of the contract plus 3 months. For complete details, please refer RFP document.
4	35	5.2.2.2	In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.	What is the cure period?	No Change

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5	35	5.3.5	The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. 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.	Since the Bank is levying penalty / liquidated damages for any service delivery failures, the, such imposition of damages for differential value (re-procurement cost) is not acceptable and should be removed.	No Change
6	36	5.3.7	The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.	This clause should be made subject "to the best knowledge and belief of the Vendor"	No Change
7	36	5.3.8	All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.	We request the Bank to provide clarity in situation where Vendor submits deviation to the terms and conditions of the RFP. Whether in such situation how the work will be performed, If Vendor has submitted deviation to the terms and conditions of this RFP. Does such deviations will not be considered at all by the Bank even after submission? Please confirm.	No Change
8	36	5.3.9	The Bank and the vendor covenants and represents to the other Party the following:	This clause should be made subject "to the best knowledge and belief of the Vendor"	No Change

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9	39	5.4.16	Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.	We request the Bank to cap the Vendor's liability for infringement of intellectual property rights (IPR) to the immediately preceding 12 months of charges collected by Vendor under the order in which the liability has arisen. The Vendor will not be liable nor responsible for any infringement if such infringement which is caused due to use of the product not intended by Vendor, modifications not made by Vendor, use of Vendor deliverable in conjunction with products not provided by Vendor, etc.	No Change
10	50	6.8	Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing.	We recommend incorporating following paragraph: If the Contract is terminated by the Bank for any reason which is not attributable to the default of the Vendor, then the Bank should pay to the Vendor, within ten (10) days of such termination: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated Contract, (ii) an amount equal to one hundred percent (100%) of the Service Fees payable for the unexpired remainder of the first twelve (12) months of the Service Term plus, if applicable, fifty percent (50%) of the Service Fees payable for the unexpired remainder of months thirteen (13) through the end of the Service Term(s) of the terminated Contract, plus (iii) any documented third party charges or expenses not covered by (i) and (ii) above incurred by Vendor in respect of the terminated Contract (including any Local Loop charges). Bank acknowledges that the foregoing is a genuine and reasonable estimate of Vendor's loss arising from such termination and constitutes liquidated damages and not a penalty. In addition, Bank shall be obligated to pay the Vendor for any Services delivered to Bank up to the date of termination plus amounts set forth in this Clause.	No Change
11	51	6.1	Solicitation of Employees	However if any employee is being hired from open platform should not be considered as a breach here.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
12	52	6.11	Inspection of Records	All Vendor records with respect to any matters covered by this RFP shall be made available to the Bank subject to providing not less than 30 days notice period to Vendor or its designees, 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. Such audit will be subject to entering into confidentiality agreement with the Vendor. Audit records are subject to examination. 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 audit shall be conducted not more than once in a calendar year Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance. Vendor shall allow RBI or person authorized by it to access BOB documents, records or transactions or any other information, given to, stored or processed by Vendor in relations to the services hereunder within reasonable time. Vendor should allow RBI to conduct audits or inspection from its book and accounts with regards to BOB documents by one or more RBI officials or employer or other person duly authorized by RBI.	No Change
13	52	6.13	Compliance with applicable laws	The Vendor will comply with all applicable laws to the best of its knowledge. But there should not be any obligation on the part of the Vendor to notify the Bank of such compliance of existing laws and / or the future laws	No Change
14	53	6.14	In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder.	The Vendor cannot accept for return of any payment made by the Bank to the Vendor, in case of cancellation of order and that to with interest @ 15% per annum)	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
15	53	6.15	Indemnity	<p>We request the Bank that for (A) any confidential obligation breach sufficient remedy is provided in form of injunctive relief. Indemnification for breach of confidential information is not acceptable and should be removed from RFP terms and (B) for IPR infringement please read the comments proposed against Section 3.8.13 in this document. Further in various forms indemnification is claimed by Bank from the Vendor, we request that such kind of indemnification should remain limited to direct losses/damages. The Vendor hereby covenants and agrees to indemnify and shall at all times keep indemnified the Bank against loss or damage that Bank may sustain as a result of third party claims arising from damage to tangible property , personal injury or death caused by Vendor's negligence.</p> <p>Vendor's liability will exclude indirect, consequential, special or punitive damages including without limitation loss of profit, loss of revenue, loss of data, negligence, damage to data etc.</p> <p>For any liability not excluded by the foregoing and below section (i)Vendor's overall liability shall be limited to immediately preceding 12 months of charges collected by the Vendor under the order in which the liability has arisen.</p> <p>(I) Further Bank sole remedy and the Vendor sole liability for any service related matters shall remain limited to applicable</p>	No Change
16	56	6.22	Limitation of Liability	<p>We request the Bank to cap the overall liability of the Vendor in the contract including for infringement for IPR to the immediately preceding 12 months of charges collected by the Vendor under the order in which the liability has arisen. Further the Bank liability towards direct damages cannot be excluded from the liability cap. Bank will remain liable to compensate the Vendor for any direct damages caused to the Vendor due to the acts of Bank.</p>	No Change
17	56	6.2 0	Service Level Agreement and Non-Disclosure Agreement	Bank to provide copy of Service Legal Agreement and Non-Disclosure Agreement	Will be provided to successful bidder.
18	105	6	Fall Clause	We request the Bank to waive this provision, since all the contracts are entered under different market conditions, hence any refund of amount due to such difference in the prices should not be considered.	No Change

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19	106	8	Facilitation Of Investigation - In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Bank to note that they will have access only to their books of accounts and all other bidder documents available in public domain.	Please refer RFP document.
20	25 and 37	3.7.5 and 4.8	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. 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 reprocurement 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.	Since the Bank is levying penalty / liquidated damages for any service delivery failures, the, such imposition of damages for differential value (re-procurement cost) is not acceptable and should be removed.	No Change
21	91		Annexure 12 - Service Levels Overall Cap for the penalty for all SLA violations is 10% of the total cost of Hardware and Software for each quarter.	Overall Cap for the penalty for all SLA violations is 5% of the total cost of Hardware and Software for each quarter.	No Change
22	19	3.3.3 Scope of Work for NAC Solution	Solution shall support NTP server time synchronization	Which is the existng NTP solution that the NAC needs to be integrated with?	Will be provided to successful bidder.
23	21	Project Timelines	Complete installation, configuration and deployment of NAC solution at DC and DR. Integration of all end-points (servers, desktops, network devices, etc.) at DC and DR. This should be completed within -2- months of issuance of the purchase order	Harware delivery takes minumim 6-8 weeks. Hence, please extend Phase 1 to "within 4 months of issuance of the purchase order"	No Change
24	21	Project Timelines	All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -4- months of issuance of the purchase order	Request Bank to extend Phase 2 to "within 6 months of issuance of the purchase order"	No Change
25	22	3.7 Support and Maintenance	All support by SI/OEM has to be provided onsite	Does this mean that 24*7 support for NAC needs to be provided completely onsite?	For resolution of issues, support has to be provided onsite. Please refer RFP document for details.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
26	22	3.7 Support and Maintenance	Remote access will not be allowed though any remote desktop sharing applications.	Hands & Feet support at the endpoint level needs to be leveraged through the existing Endpoint support team. Please confirm.	For resolution of issues, support has to be provided onsite. Please refer RFP document for details.
27	23	Log Retention	Log retention period must be as mentioned below; <input type="checkbox"/> Six Month – Online	Since NAC will be integrated with SIEM, raw logs can be stored via the SIEM solution. Hence request Bank to remove this clause.	No Change
28	88	Other Technical Requirements	The proposed solution should be integrated with Privileged Identity Management (PIM) / Privileged Access Management (PAM) solution (CyberArk, Arcos, etc.) / Identity and Access Management (IDAM) solution (CA, etc.).	Please share the need for NAC to be integrated with PIM & IDAM.	No Change
29			General	How many branches are currently on VSAT? How many endpoints at such branches which need to be covered under NAC?	Will be provided to successful bidder.
30			General	Please share the list of branches across India for agent rollout	Will be provided to successful bidder.
31	65	3	Bidder must have experience of implementing the proposed solution in at least one organization in India in past 3 years. In case OEM is directly bidding for this RFP, implementation experience directly or through their channel partner will be considered.	Request Bank to consider OEM/Bidder implementation.	No Change
32	21	3.6	Delivery timeline	Request Bank to consider 3 Months for Phase I and 6 months timeline for Phase II of delivery	No Change
33	90	1	Annexure 12 Point 1	Request bank to revise penalty to 2% for availability between 97.91% to 95.83 and 5% for less than 95.82%	No Change
34	90	2	Annexure 12 Point 2 - Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc.	Request to revise cap to 5%	No Change
35	90	2	Annexure 12 Point 3 - Downtime of standby / HA components	Request to revise cap to 5%	No Change
36	63	Annexure -02 , point no. 3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Request Bank to relax this as "With reference to captioned subject, Bidder/we to confirm that, to the best of their knowledge and belief, no Subsidiary/ies (as defined under the Companies Act, 2013) of Bidder, is bidding for this RFP."	No Change
1	77	4	The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues	Since SIEM will have a lot of information from various devices in the network and does the co-relation of this information, this is better to be enforced on a single point (the firewalls) rather than the NAC acting by pushing out policies to another device i.e. Switch	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
2	79	5	The proposed NAC OEM should feature in the latest Gartner's Magic Quadrant for Network Access Control under the "leaders" quadrant and in the latest Gartner's Market Guide for Network Access Control	Request you to remove this — The last Gartner Magic Quadrant published was in 2014 and since then a lot has changed both technically and from OEM perspective. So this report is not relevant any more. For e.g. Aruba is HP, Juniper is Pulse Secure	No Change
3	79	8	The solution should be able to prevent and make custom policies for new age Zero day attacks within 24-48 hours	Request you to remove this --- NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job	No Change
4	81	21	The proposed solution should have ability to generate reports in different formats, such as HTML, Excel, CSV and PDF	Request you to change this to CSV, Tab Delimited. These formats can be easily converted to any format as required by the bank with no additional costs involved.	No Change
5	81	22	Reports should automatically be generated on a scheduled basis and should be available in real time on demand	Request to change — Reports should automatically be generated in real time on demand	No Change
6	83	4	The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	Request you to change — The solution should address vulnerabilities on user machines through periodic evaluation and remediation. Reason being NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job	No Change
7	85	57	The proposed solution should be able to Detect infected or otherwise compromised/malicious devices on specific VLAN depending on threat information from desktop anti-virus, vulnerability assessment tool, SIEM alerts or other criteria	Request you to remove — Since NAC as the name suggest is Network Access Control solution. NAC is not a IOC solution. There are specialized solutions available from leading vendors who can do a far superior job	No Change
1	21	3.4 Proof of Concept (POC) for NAC solution	Bank may ask the bidder, if required, for Proof of Concept (POC) of the NAC Solution. Integrated POC will be based on the following conditions: i) POC will be carried out at SI/OEM premises during technical evaluation process. ii) All and any cost associated with demonstrating the Integrated POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the Bidder and bank will not bear any cost. iii) Bank reserve its right to extend / shorten the period of POC where needed. iv) Bidders who have failed in the Integrated POC will automatically stand disqualified technically.	It is always recommended to do the Proof of Concept (POC) of NAC Solution in Bank Premises in live enviroment to reduce the risk of failer & to undestand the complexity during the implementation phase. Request you to rephrase as " Bank may ask the bidder, if required, for Proof of Concept (POC) of the NAC Solution. Integrated POC will be based on the following conditions: i) POC will be carried out at Bank premises with bank existing infrastructure during technical evaluation process. ii) All and any cost associated with demonstrating the Integrated POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the Bidder and bank will not bear any cost. iii) Bank reserve its right to extend / shorten the period of POC where needed. iv) Bidders who have failed in the Integrated POC will automatically stand disqualified technically. "	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
2	21	3.6 Project Timelines	Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -4- months of issuance of the purchase order. Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required.	Usually Product & componenet delievery may takes 4-6 weeks also its large deployment of 65000+ IP's hence request you to rephrase it to "Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within - 6- months of issuance of the purchase order. Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required."	No Change
3	22	3.7 Support and Maintenance	Direct OEM Service and support should be covered under with dedicated TAM (Technical Account Manager) and onsite support, as and when required.	Request you to rephrase as " Direct OEM Service and support should be covered, with dedicated TAM (Technical Account Manager) and onsite support from bidder expert team, as and when required."	No Change
4	23	Log Retention	All Log (raw or Normalized) data must remain within the Bank's Data Center. Under no circumstances these data must travel outside Bank's environment. Further Bidder must follow the best practices for all compliances related to data and it's security. Bidder will be responsible to store logs in industry standard solution and format. Bidder shall propose solution that should be capable of retrieving the archived logs for analysis, correlation and reporting and forensic purposes. Log retention period must be as mentioned below; ☑ Six Month – Online After the online log retention period, logs must be pushed to centralized solutions like Syslog server, SIEM Solution, etc. as decided by the Bank for archival purpose. Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs.	NAC solution have point in time all the event logs, it is not a NAC solution funcationility to retain 6 months logs onboard. Ideally Logs retention is the funcationility of SIEM/Syslog server & NAC will push all the require logs to SIEM/Syslog server. Request you to rephrase as " All Log (raw or Normalized) data must remain within the Bank's Data Center. Under no circumstances these data must travel outside Bank's environment. Further Bidder must follow the best practices for all compliances related to data and it's security. Bidder will be responsible to store logs in industry standard solution and format. Bidder shall propose solution that should be capable of retrieving the archived logs for analysis, correlation and reporting and forensic purposes. Log retention period must be as mentioned below; ☑ Six Month – Online/External Log Server After the online/External Log Server log retention period, logs must be pushed to centralized solutions like Syslog server, SIEM Solution, etc. as decided by the Bank for archival purpose. Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs."	No Change

Banks's response to pre-bid queries - RFP of NAC Solution

28-Feb-2019

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
5	26	Technical Bid Evaluation, Technical Criteria compliance as per Technical Specification ##	Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as mentioned in Other Technical Requirements as per Annexure 11. If required, Bank may ask for POC at SI/OEM premises.	It is always recommended to do the Proof of Concept (POC) of NAC Solution in Bank Premises in live environment to reduce the risk of failure & to understand the complexity during the implementation phase. Request you to rephrase as "Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as mentioned in Other Technical Requirements as per Annexure 11. If required, Bank may ask for POC at Bank premises with bank existing infrastructure."	No Change
6	26	Technical Bid Evaluation	The number of implementations of proposed solution completed directly by the bidder in BFSI/ Govt. Sector in the last 3 years in India. In case OEM is directly bidding for this RFP, implementation experience directly or through their channel partner will be considered. **	Please accept the deployment experience directly or through OEM/partners at other customer location even in case of bidder is not an OEM.	No Change
7	26	Technical Bid Evaluation	Presentation cum interview :- Bidder to provide presentation on the proposed solution and its implementation.	Request you to rephrase "Presentation cum interview :- Bidder & OEM to provide presentation on the proposed solution and its implementation."	No Change
8	39	5.4.10	Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	As you would appreciate that the pricing is done based on the volume. We would request Bank to consider our request and put a limit of 5% variation in case the scope is being reduced. For additional scope to be routed through PCR. Decrease of Scope is not acceptable, request deviation on decrease of work.	No Change
9	90	Annexure 12 - Service Levels , Sr No 2	Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc. Response and resolution time of 24 hours after reporting to SI/OEM support	Resolution is based on root cause hence request you to rephrase as " Degradation of NAC solution - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc. Response/resolution time of 24 hours after reporting to SI/OEM support"	No Change
10	90	Annexure 12 - Service Levels , Sr No 3	Downtime of standby / HA components ,Response and resolution time of 24 hours after reporting to SI/OEM support.	Resolution is based on root cause hence request you to rephrase as " Downtime of standby / HA components ,Response/Resolution time of 24 hours after reporting to SI/OEM support."	No Change
11	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must have minimum 2 x 1000 GB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces	Typo Error " The proposed solution must have minimum 2 x 1000 MB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces"	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
12	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must support onboard retention of logs for a period of minimum 6 months	NAC solution have point in time all the event logs, it is not a NAC solution functionality to retain 6 months logs onboard. Ideally Logs retention is the functionality of SIEM/Syslog server & NAC will push all the require logs to SIEM/Syslog server. Request you to rephrase as "The proposed solution must support onboard retention of logs or send a logs to external log server (Syslog/SIEM) for a period of minimum 6 months"	No Change
13	100	Annexure 16 – Sizing for NAC Solution	The proposed solution must be easily scalable to support monitoring 200000 devices but should initially support health-check / integration of minimum 65000 End-Points. As such, the solution should handle sustained traffic throughput of 10Gbps network throughput.	We will consider 1 IP per endpoint, Our assumption is valid?	We assume 1 IP per endpoint.
1	Pg.15	Pg.15	The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.	We understand that the 'contract' referred to herein will contain the scope and terms that are discussed and agreed by the parties at the time of contract execution.	Please refer RFP document.
2	Cl.5.1.3.5 in Pg.32	Cl.5.1.3.5 in Pg.32	If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than Goods & Service Tax & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence.	We understand that the delay or failure or inability to make payment is due to reasons attributable to the customer, then the bidder will not be required to reimburse the amounts paid.	Please refer RFP document.
3	Cl.5.2.2.1 in Pg.35	Cl.5.2.2.1 in Pg.35	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 13 to the extent of 10% of the total 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.	We understand that the order will be issued upon signing of the contract as Performance Guarantee issuance steps are initiated upon execution of the governing contract.	Please refer RFP document.
4	Cl.5.2.2.2 in Pg.35	Cl.5.2.2.2 in Pg.35	In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder	We understand that a written notice and a cure period of 30 days will be provided prior to invocation of performance guarantee.	Please refer RFP document.
5	Cl.5.3.6 inPg.36	Cl.5.3.6 inPg.36	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.	We propose deletion of this clause as it is vague and ambiguous and may lead to confusion and disputes in the future. Further, the scope will be mutually agreed in detail in a SOW and hence this provision is not required.	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
6	Cl.5.4.10 in Pg.39	Cl.5.4.10 in Pg.39	Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	We understand that this will apply prior to finalization of the scope and BOM with the successful bidder. Upon finalization of the scope and BOM in the contract, any changes in the quantities and its impact on the project and the commercials will be mutually agreed through change order process.	Please refer RFP document.
7	Cl.5.4.13 in Pg.39	Cl.5.4.13 in Pg.39	There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution.	We understand that customer will carry out the acceptance test and provide the certificate in a time bound manner.	Please refer RFP document.
8	Cl.5.4.16 in Pg.39-40 Cl.6.23 in Pg.57	Cl.5.4.16 in Pg.39-40 Cl.6.23 in Pg.57	Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. Ownership, Grant and delivery	We submit that for 3rd party branded products, the OEM manufacturer/licensor will directly take up IPR infringement claims as per its standard warranty and license terms. Third party branded products will have warranty as offered by OEM manufacturer/licensor.	Please refer RFP document.
9	Pg.41	Pg.41	In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of Purchase Order (PO) value per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.	We understand that delay penalty will be computed on the value of the product/service that suffers a delay in delivery.	Please refer RFP document.
10	Pg.42	Pg.42	In event of any equipment / parts replaced or any defect in respect of any equipment / parts corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.	We submit that for the replacement part/equipment, the warranty will be for the remaining duration of the original warranty period.	Please refer RFP document.
11	Pg.42	Pg.42	In case of significant failures of specific component entire Hardware / Appliance has to be replaced with new ones in proactive manner.	We propose deletion of this clause as "significant failure of specific component" is vague/ambiguous. Further, in the event of failure of a specific component it can be replaced without replacing the entire hardware/appliance.	No Change
12	Cl.6.8 in Pg.50	Cl.6.8 in Pg.50	Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing.	We propose deletion of termination for convenience.	No Change
13	Cl.6.8 in Pg.50 Cl.6.14 in Pg.53	Cl.6.8 in Pg.50 Cl.6.14 in Pg.53	Termination Order Cancellation	We understand that bidder will have the right to terminate the contract for cause if customer fails to pay any undisputed invoice and fails to cure the same within 30 days of receipt of a written notice for cure.	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
14	Cl.6.13 in Pg.52	Cl.6.13 in Pg.52	Compliance with Laws	We understand that customer will comply with the laws that apply to it with respect to its receipt of products and services under the project.	Please refer RFP document.
15	Cl.6.14 in Pg.53	Cl.6.14 in Pg.53	In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder.	We propose deletion of this clause.	No Change
16	Pg.53	Pg.53	Indemnity	We understand that indemnity will be computed as per actuals.	Please refer RFP document.
17	Pg.55	Pg.55	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 RFP and subsequent agreement by the Bidder.	We propose deletion of this clause as bidder is an information technology vendor and does not take responsibility for claims of customer's regulators and end-customers.	No Change
18	Pg.57	Pg.57	Under no circumstances BOB shall be liable to the selected Bidder 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.	We propose to make this clause mutual after deleting the word 'direct' as each party is liable to the other for direct damages.	No Change
19	Cl.6 in Pg.105	Cl.6 in Pg.105	The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	We propose modification of this clause as follows - "The BIDDER undertakes that it has not supplied/is not supplying same solution at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that same solution was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."	No Change
37	Pg 83	Pg 83	Solution must have capabilities to block the endpoint which are connected on Unmanaged Network Infrastructure (Like Unmanaged Switches).	Solution must have capabilities to block the endpoint which are connected on Unmanaged Network Infrastructure (Like Unmanaged Switches). This shall be considered for an interim period till the switches are migrated to managed switches	No Change
64	Pg 86	Pg 86	The propose solution should support Guest on boarding flexibility and should include delegation to guest sponsors, as well as the option for guests to self-register their own devices	The propose solution should support Guest on boarding flexibility and should include delegation to guest sponsors, as well as the option for guests to self-register their own devices. Guest Management solution should support OTP-based authentication and social logins (Facebook, Google, Twitter etc.) as well as advertisement displays and integration with 3rd party payment gateways	No Change

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
80	Pg 88	Pg 88	Solution should integrate with RADIUS server for client device authentication and TACACS+ for network device authentication and logging. Overlay component may be added to achieve both functionality.	Solution should integrate with RADIUS server for client device authentication and TACACS+ for network device authentication and logging. Both features (RADIUS & TACACS+) shall be natively available as part of NAC solution without any software plug-ins	No Change
82	Pg 88	Pg 88	The proposed solution should plug-in module to add new security features.	The solution should incorporate licensing for all 3rd party integrations/plug-ins from Day 1. If it is based on device licensing, it shall cover the total number of end points mentioned in the commercial bid	No Change
New			Recommendation	The solution should have integrated Certificate Authority (CA) for securely onboarding Personal/BYOD devices, without disturbing corporate PKI. The solution shall include licenses for minimum 2000 personal devices on Day 1	-
New			Recommendation	The solution should include an enterprise-grade RADIUS server with 100+ vendor dictionaries, delivering full-featured AAA Services across multi-vendor infrastructure. Each NAC appliance (VM or Hardware) should support minimum 100 Authentications (IEEE 802.1x) per second	-
New			Recommendation	All NAC feature licenses shall be offered with perpetual licenses including RADIUS, TACACS+, Guest, BYOD, Device Profiling, Posture Checking and 3rd party integration	-
1	Pg.15 and Pg 34 Cl. 5.2		The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.	We understand that the 'contract' referred to herein will contain the scope and terms that are discussed and agreed by the parties at the time of contract execution.	Please refer RFP document.
2	Pg 21 Cl 3.6		Phase I - Complete installation, configuration and deployment of NAC solution at DC and DR. Integration of all end-points (servers, desktops, network devices, etc.) at DC and DR. This should be completed within -2- months of issuance of the purchase order. Product warranty will start after successful completion of phase I. Phase II - All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -4- months of issuance of the purchase order.		Query not proper. Hence, discarded.
3	Pg. 22 Cl 3.7		The maintenance support should be (24x7 365days) including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on Email / Telephone /Onsite.		Query not proper. Hence, discarded.
4	Pg. 30 Cl. 5.1.2.11		In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank		Query not proper. Hence, discarded.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
5	Pg31 Cl. 5.1.3.2		The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.		Query not proper. Hence, discarded.
6	Pg 31 Cl. 5.1.3.3		The prices quoted by the Bidders shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt. Though the equipment for NAC Solution would be at Bank premises, or any location identified by Bank, Bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff.	ownership will be the transferred to the customer on delivery of the product	Please refer RFP document.
7	Pg 32 Cl. 5.1.3.4		In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, Goods & Service tax and any taxes introduced instead of Goods & Service tax, VAT and levies associated to Goods & Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of Bidder's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies	Any changes in Statutory tax at the time of invoicing to be borne by the customer.	Please refer RFP document.
8	Cl.5.1.3.5 in Pg.32		If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than Goods & Service Tax & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence.	We understand that the delay or failure or inability to make payment is due to reasons attributable to the customer, then the bidder will not be required to reimburse the amounts paid.	Please refer RFP document.

Sl.No.	RFP Page	RFP Ref. No	RFP Provision	Query / Change requested	Bank's Response
9	Pg 33 5.1.4.4.1 and 5.1.4.4.2		<p>There should be three years comprehensive Product warranty for Hardware / Appliances covering all parts, service visits. The Warranty should include all costs that the original manufacturer would charge the Bidder and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure.</p> <p>Quarterly preventive maintenance (if required) in consultation with the Banks team of all the equipments needs to be conducted which should interalia include cleaning of inside and outside of all equipments during warranty period.</p> <p>Preventive Maintenance will include replacement of worn-out parts etc. Bidder will have to maintain HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country.</p>		Query not proper. Hence, discarded.
10	Cl.5.2.2.1 in Pg.35		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 13 to the extent of 10% of the total 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.	We understand that the order will be issued upon signing of the contract as Performance Guarantee issuance steps are initiated upon execution of the governing contract.	Please refer RFP document.
11	Cl.5.2.2.2 in Pg.35		In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder	We understand that a written notice and a cure period of 30 days will be provided prior to invocation of performance guarantee.	Please refer RFP document.
12	Pg 35 Cl 5.3.1		The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager		Query not proper. Hence, discarded.
13	Cl.5.3.6 inPg.36		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.	We propose deletion of this clause as it is vague and ambiguous and may lead to confusion and disputes in the future. Further, the scope will be mutually agreed in detail in a SOW and hence this provision is not required.	No Change

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14	Cl.5.4.10 in Pg.39		Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	We understand that this will apply prior to finalization of the scope and BOM with the successful bidder. Upon finalization of the scope and BOM in the contract, any changes in the quantities and its impact on the project and the commercials will be mutually agreed through change order process.	Please refer RFP document.
15	Pg 39 Cl 5.4.11		Details of Sub-contracts, as applicable – If required by the Bank, BIDDER's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.		Query not proper. Hence, discarded.
16	Cl.5.4.13 in Pg.39		There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution.	We understand that customer will carry out the acceptance test and provide the certificate in a time bound manner.	Please refer RFP document.
17	Pg 30 CL 5.4.13		There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of the Bank and / or its consultants.		Query not proper. Hence, discarded.
18	Cl.5.4.16 in Pg.39- 40 Cl.6.23 in Pg.57		Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. Ownership, Grant and delivery	We submit that for 3rd party branded products, the OEM manufacturer/licensor will directly take up IPR infringement claims as per its standard warranty and license terms. Third party branded products will have warranty as offered by OEM manufacturer/licensor.	Please refer RFP document.
19	Pg.41		In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of Purchase Order (PO) value per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.	We understand that delay penalty will be computed on the value of the product/service that suffers a delay in delivery.	Please refer RFP document.

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20	Pg.42		In event of any equipment / parts replaced or any defect in respect of any equipment / parts corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.	We submit that for the replacement part/equipment, the warranty will be for the remaining duration of the original warranty period.	Please refer RFP document.
21	Pg.42		In case of significant failures of specific component entire Hardware / Appliance has to be replaced with new ones in proactive manner.	We propose deletion of this clause as "significant failure of specific component" is vague/ambiguous. Further, in the event of failure of a specific component it can be replaced without replacing the entire hardware/appliance.	No Change
22	Pg 43 Cl 5.5.4		The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. 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 Bidder in the price bid against such activity / item.		Query not proper. Hence, discarded.
23	Pg 43 Cl 5.5.4		<p>a) Delivery of Hardware/Appliances/Software</p> <p><input checked="" type="checkbox"/> 70% of the Hardware / Appliances cost on delivery of Hardware / Appliance plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice:</p> <p>a) Original delivery Challans dully stamped and signed by the Bank Official.</p> <p>b) Original receipt of Octroi / entry tax etc wherever applicable.</p> <p><input checked="" type="checkbox"/> 20% of Hardware / Appliance cost on successful installation of the hardware / Appliance and applicable Service Tax (if any).</p> <p>SNR case - Wherever installation could not be carried out by the successful Bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful Bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful Bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.</p> <p>Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 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.</p>		Query not proper. Hence, discarded.

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24	Pg 43 Cl 5.5.4		-50% of the Software / Application license cost on delivery of Software / Application Licenses plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice: a) Original delivery Challans duly stamped and signed by the Bank Official. b) Original receipt of Octroi / entry tax etc., wherever applicable. - 30% of the Software / Application license cost after successful installation of the Software / Application and payable against acceptance signoff in the form of Acceptance Report signed by both Bank's identified Project Manager & vendor representative. -20% of the Software / Application license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.		Query not proper. Hence, discarded.
25	Pg 44 Cl 5.5.4		Implementation Cost (OTC) 70% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report signed by both Banks identified Project Manager & vendor representative. 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative		Query not proper. Hence, discarded.
26	Pg 44 Cl 5.5.4		AMC / ATS e) Payable half-yearly against receipt of satisfactory service report of previous half-year from the Bank's Project / Operation Manager.	Quarterly in advance	No Change
27	Pg 44 Cl 5.5.4		The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices	Please change this to "The Bank will pay invoices within a period of 30 days from the date of HPE invoices"	Please refer RFP document.
28	Cl.6.8 in Pg.50		Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing.	We propose deletion of termination for convenience.	No Change
29	Cl.6.8 in Pg.50 Cl.6.14 in Pg.53		Termination Order Cancellation	We understand that bidder will have the right to terminate the contract for cause if customer fails to pay any undisputed invoice and fails to cure the same within 30 days of receipt of a written notice for cure.	Please refer RFP document.
30	Cl.6.13 in Pg.52		Compliance with Laws	We understand that customer will comply with the laws that apply to it with respect to its receipt of products and services under the project.	Please refer RFP document.
31	Cl.6.14 in Pg.53		In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder.	We propose deletion of this clause.	No Change
32	Pg.53		Indemnity	We understand that indemnity will be computed as per actuals.	Please refer RFP document.

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33	Pg.55		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 RFP and subsequent agreement by the Bidder.	We propose deletion of this clause as bidder is an information technology vendor and does not take responsibility for claims of customer's regulators and end-customers.	No Change
34	Pg.57		Under no circumstances BOB shall be liable to the selected Bidder 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.	We propose to make this clause mutual after deleting the word 'direct' as each party is liable to the other for direct damages.	Please refer RFP document.
35	Cl.6 in Pg.105		The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	We propose modification of this clause as follows - "The BIDDER undertakes that it has not supplied/is not supplying same solution at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that same solution was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."	No Change