

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	2	A. BID SCHEDULE & ABBREVIATIONS	Performance Bank Guarantee/Bid Security	3% of Total Order Value  If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value (Exclusive of Taxes) plus GST.	Request for deletion of this clause	Bidder has to comply with the RFP terms.
2	6	LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Acceptance of offer: In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7-30 days prior notice to the bidder. However, the liability of selected bidder in this clause shall not exceed 5% of the cost of undelivered goods or unperformed services.	Bidder has to comply with the RFP terms.
3	6	LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Award of Contract: After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled. However, the liability of selected bidder in this clause shall not exceed 5% of the cost of undelivered goods or unperformed services.	Bidder has to comply with the RFP terms.
4	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	Negligence In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Negligence In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing of one month to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder. However, the liability of selected bidder in this clause shall not exceed 5% of the cost of undelivered goods or unperformed services.	Bidder has to comply with the RFP terms.



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5	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	<p>Indemnity</p> <p>14.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>14.1.2 Any contravention or No-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>14.2 The 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 law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p> <p>14.2.1 All indemnities shall service notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>14.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>14.2.3 All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to</p>	<p>Clause to be modified as under:</p> <p>Indemnity</p> <p>14.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actual, proven and direct actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>14.1.1 The breach, default or non-performance of undertakings, representation and warranties, covenants or obligations by the bidder;</p> <p>14.1.2 Any contravention or No-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>14.2 The bidder shall indemnify, protect and save the Bank against all actual, proven and direct claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p> <p>14.2.1 All indemnities shall service notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>14.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>14.2.3 All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries</p>	<p>Bidder has to comply with the RFP terms.</p>
6	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	<p>Resolution of disputes</p>	<p>Following para to be added as under:</p> <p>Cost of Arbitration shall be borne by parties equally.</p>	<p>Bidder has to comply with the RFP terms.</p>
7	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	<p>Indemnity</p> <p>14.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>14.1.2 Any contravention or No-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>14.2 The 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 law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p> <p>14.2.1 All indemnities shall service notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>14.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>14.2.3 All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to</p>	<p>Performance indemnities not limited to third party claims</p> <p>Indirect/consequential losses not excluded. -</p> <p>Request from Bidder - We request you to please cap the liability of the bidder to the TCO of the contract value in case of Performance indemnity. Also to remove indirect/consequential losses from the indemnity.</p>	<p>Bidder has to comply with the RFP terms.</p>



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8	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	<b>Negligence</b> In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Uncapped Risk Purchase  Bidder Request - In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder. However, the Bidder's total aggregate liability for any direct losses incurred by the Bank under this section shall not exceed 10% of the total Contract Price.	Bidder has to comply with the RFP terms.
9	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	7.Negligence	Bank to kindly confirm that any cancellation or termination of contract will be done only after giving 30 days written notice to the Bidder to cure or remedy the default and only upon failure of the Bidder to remedy or cure such default.	Bidder has to comply with the RFP terms.
10	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	10.Insurance	Bank to confirm that the insurance provided for the Hardware would be transit insurance till the point of delivery.	Bidder has to comply with the RFP terms.
11	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	11.Guarantees	Bank to confirm that all hardware & software to be supplied comes with the OEM/Software Licensor guarantee.	Bidder has to comply with the RFP terms.
12	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	12.Intellectual Property Rights	We request that provisions related to Indemnity be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.	Bidder has to comply with the RFP terms.



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13	6	LIST OF CONTENTS	SECTION G - GENERAL CONDITIONS	<p>Indemnity</p> <p>14.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>14.1.2 Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>14.2 The 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 law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p> <p>14.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>14.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>14.2.3 All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for payment of claim or compensation (including but not limited to) in case of injury or death caused due to the negligence of the Bank.</p>	<p>We request the below modifications to Clause 14-Indemnity Clause from the General Terms &amp; Conditions:</p> <p>14.1 The Bidder shall keep the Bank indemnified against claims (including reasonable legal costs) which may be caused to or suffer by or made or taken against the Bank arising out of:</p> <p>14.1.1 Statutory and/or regulatory claims, suits, actions or proceedings against the Bank arising directly from Bidder's breach (or alleged breach) of applicable tax initiated by an appropriate governing body or authority.</p> <p>14.2 The bidder shall keep the Bank indemnified against 3rd party IPR claims leading to court awarded damages against the Bank from infringement of any law pertaining to patents, trademarks, copyrights etc. in respect of the Services provided by the Bidder:</p> <p>14.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract.</p> <p>14.2.2 the limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual Property Rights. For claims relating to fraudulent misrepresentation, bodily injury or death arising from bidder's negligence, in these cases the liability will be unlimited.</p> <p>14.2.3 All employees engaged by the Bidder shall be in employment of the bidder/or its subcontractor and the bidder/subcontractor shall be solely liable for their salaries, wages, statutory payments etc. the Bank may not be held liable for any payment or claim or compensation by any employee/personnel of the bidder except on account of injury, bodily injury or death caused due to the negligence of the Bank.</p>	<p>Bidder has to comply with the RFP terms.</p>
14	7	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	<p>Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software &amp; other items provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.</p>	<p>Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software &amp; other items provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard. Notwithstanding the foregoing, an audit conducted by the Bank's internal or external auditors shall exclude from its purview any information or records pertaining to Bidder's internal cost data.</p>	<p>Bidder has to comply with the RFP terms.</p>
15	7	LIST OF LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	<p>10.Pricing</p> <p>10.3.No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.</p>	<p>10.3.Prices quoted must be firm till the price validity period.</p>	<p>Bidder has to comply with the RFP terms.</p>
16	7	LIST OF LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	<p>10.Pricing</p> <p>10.4.From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.</p>	<p>10.4.From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank. Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Bank.</p>	<p>Bidder has to comply with the RFP terms.</p>



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17	7	LIST OF LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract 11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder. However bidder's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.	Bidder has to comply with the RFP terms.
18	7	LIST OF LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract 11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	11.5. After the award of the contract, if the selected bidder delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled. However bidder's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.	Bidder has to comply with the RFP terms.
19	7	LIST OF LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract 11.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	Request for deletion of this clause	Bidder has to comply with the RFP terms.
20	9	B. INTRODUCTION	11. Training	11. Training	Is the Bank expecting the participant certification from OEM for the officials attended the training?	Yes
21	10	<u>B. Introduction</u>	4. Objective	4.1 The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	The objective is not inline with SOAR functionalities. The copy paste error from previous tender. No much due diligence done.	Kindly refer Amendment-2 to this RFP.
22	10	<u>B. Introduction</u>	4. Objective	4.2 The solution should be able to provide actionable reports on how to protect against the attack simulations using the tools present in the environment	The objective is not inline with SOAR functionalities. The copy paste error from previous tender. No much due diligence done.	Kindly refer Amendment-2 to this RFP.
23	10	<u>B. Introduction</u>	4. Objective	4.1 The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	The objective mentioned are not as per the functionality of Security, orchestration, automation and response solution.	Kindly refer Amendment-2 to this RFP.
24	10	<u>B. Introduction</u>	4. Objective	4.2 The solution should be able to provide actionable reports on how to protect against the attack simulations using the tools present in the environment	The objective mentioned are not as per the functionality of Security, orchestration, automation and response solution.	Kindly refer Amendment-2 to this RFP.
25	10	<u>B. Introduction</u>	4. Objective	4.1 The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	Please explain this point.	Kindly refer Amendment-2 to this RFP.
26	10	<u>B. Introduction</u>	4. Objective	4.1 The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	Is Bank looking for a cyber range kind of solution? This is a feature of cyber range solutions which simulate attacks?  Please confirm.	Kindly refer Amendment-2 to this RFP.



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27	10	B. INTRODUCTION	4. Objective	4.1. The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank. 4.2. The solution should be able to provide actionable reports on how to protect against the attack simulations using the tools present in the environment.	Please explain this point.	Kindly refer Amendment-2 to this RFP.
28	10	B. INTRODUCTION	5. Requirement Details	5. Requirement Details 5.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for procurement of Security Orchestration, Automation, and Response Solution for Canara Bank as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. This tender consists of following requirements:  Supply, Installation, Implementation, Roll Out, Operations and Maintenance of Security Orchestration, Automation, and Response Solution as per Annexure-7 & Annexure-8.: Number of Licenses-2  Note: Bank can procure any number of licenses during the contract period on the same price which will be quoted initially.	Request for including below clause - However, the no. of licenses should be restricted to +/-10% maximum of the quantity quoted. Additional prices shall be charged for the licenses supplied over the contracted quantity.	Bidder has to comply with the RFP terms.
29	10	B. INTRODUCTION	5. Requirement Details	5.2. The term of contract will be initially for a period of 5 years from the date of acceptance of purchase order and / or signing the contract between the bank and the selected Bidder renewable for a further period of 1 year. The renewal will be at the sole discretion of the bank and the performance of the bidder during the contract period.	The renewal will be mutually agreed between both parties and the performance of the bidder during the contract period.	Bidder has to comply with the RFP terms.
30	10	B. INTRODUCTION	4. Objective	4.1. The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	Please explain this point.	Kindly refer Amendment-2 to this RFP.
31	10	B. INTRODUCTION	4. Objective	4.1. The solution should be able to simulate the latest attacks on the email gateway, web gateway and on endpoints present in the bank.	The solution desired by Bank does not have simulation feature. Bank has to look for attack simulation software solution separately. Request Bank to amend this objective so that it does not contradict with the actual scope and expectation.	Kindly refer Amendment-2 to this RFP.
32	10	B. INTRODUCTION	4. Objective	4.2. The solution should be able to provide actionable reports on how to protect against the attack simulations using the tools present in the environment.	The solution desired by Bank does not have simulation feature. Bank has to look for attack simulation software solution separately. Request Bank to amend this objective so that it does not contradict with the actual scope and expectation.	Kindly refer Amendment-2 to this RFP.
33	11	B. INTRODUCTION	10. Existing Infrastructure	10.4. The successful bidder must design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.	Do we need to deploy the solution in HA mode at both DC & DR.	Yes, the setup should be in HA in active-passive mode.



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34	11	B. INTRODUCTION	11. Training	11.1. The Bidders shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the IT & Information Security Management and staff of the Bank after completion of the implementation and the review and feedback should be implemented. Bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training. Trainer should be well experienced and must have industry certification. Location of the Training must be in Bengaluru only. Bidder should provide the training material and hands-on during the training.	Can we provide the training at Bank's premise, as it would be better if we provide the training on the implemented solution.	Bidder has to comply with the RFP terms.
35	11	B. INTRODUCTION	8. Scope of Work	The Broader Scope of work shall include but not be limited as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.	Request the customer to delete the words 'but not limited to'. The scope of work should be explicitly defined	Bidder has to comply with the RFP terms.
36	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	<u>1.3 Installation Schedule</u> <u>1.3.1. Installation, Configuration, Integration and Commissioning of Hardware &amp; Other Items (including OS):</u> The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware and other items at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.	Both Hardware and Software installation is requested for two weeks where software can only be installed post hardware installation completion. Hence we kindly request you to give two weeks from the date of completion of h/w installation for SOAR per each ordered location.	Kindly refer Amendment-2 to this RFP.
37	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	<u>1.4 Project Timeline</u> <u>1.4.4. Phase-1 (UAT and DR Implementation):</u> The Bidder has to ensure installation and complete working of the solution within Nine (9) weeks of acceptance of Purchase Order in the DR setup of the bank. The successful bidder has to complete the implementation of all the functionalities defined elsewhere in the RFP.	Need More clarity on real timeline of the project (where as per 1.4.1 says eight weeks. 1.4.4 says 9 weeks and 1.4.5 says 10 weeks.)	Kindly refer Amendment-2 to this RFP.
38	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	<u>1.4 Project Timeline</u> <u>1.4.5. Phase-2 (DC Implementation and Go Live):</u> After successful completion of DR implementation, the selected Bidder should complete the roll out of the entire solution in the DC setup of the bank within Ten (10) weeks of acceptance of the Purchase Order.	Need More clarity on real timeline of the project (where as per 1.4.1 says eight weeks. 1.4.4 says 9 weeks and 1.4.5 says 10 weeks.)	Kindly refer Amendment-2 to this RFP.
39	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	<u>1.4 Project Timeline</u> <u>1.4.4. Phase-1 (UAT and DR Implementation):</u> The Bidder has to ensure installation and complete working of the solution within Nine (9) weeks of acceptance of Purchase Order in the DR setup of the bank. The successful bidder has to complete the implementation of all the functionalities defined elsewhere in the RFP.	Request Bank to Amend the clause as "The bidder has to ensure installation and completeworking of the solution within 11 weeks of acceptance of purchase order in the DR Setup of the Bank	Kindly refer Amendment-2 to this RFP.
40	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	<u>1.4 Project Timeline</u> <u>1.4.5. Phase-2 (DC Implementation and Go Live):</u> After successful completion of DR implementation, the selected Bidder should complete the roll out of the entire solution in the DC setup of the bank within Ten (10) weeks of acceptance of the Purchase Order	Request Bank to amend the clause As " After completion of DR Implementation, The selected Bidder Should complete the roll out of the entire solution in DC setup of the bank within 13 Weeks of Acceptance of the purchase order	Kindly refer Amendment-2 to this RFP.



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41	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	1.2. Delivery Schedule is as follows: 1.2.1. Supply of Hardware & other Items (including OS): Within Seven (7) weeks from the date of acceptance of Purchase Order or Eight (8) weeks from the date of issue of Purchase Order whichever is earlier.	Request Bank to Amend the clause as 'Supply of Hardware and other items ( including OS) <u>within 9 weeks from</u> the date of acceptance of the purchase order'.	Bidder has to comply with the RFP terms.
42	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	1.4 Project Timeline 1.4.4. Phase-1 (UAT and DR implementation): The Bidder has to ensure installation and complete working of the solution within Nine (9) weeks of acceptance of Purchase Order in the DR setup of the bank. The successful bidder has to complete the implementation of all the functionalities defined elsewhere in the RFP.	As per Clause # 1.4.1 Supply, installation, and implementation of solution should be completed within 9 weeks from date of acceptance of purchase order, as per this clause Bidder get only 5 days, requesting to increase duration for intallation, implementation	Kindly refer Amendment-2 to this RFP.
43	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	1.4 Project Timeline 1.4.5. Phase-2 (DC implementation and Go Live): After successful completion of DR implementation, the selected Bidder should complete the roll out of the entire solution in the DC setup of the bank within Ten (10) weeks of acceptance of the Purchase Order.	As per Clause # 1.4.1 Supply, installation, and implementation of solution should be completed within 10 weeks from date of acceptance of purchase order, as per this clause Bidder get only 5 days, requesting to increase duration for intallation, implementation	Kindly refer Amendment-2 to this RFP.
44	13	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	1. Delivery, Installation, Integration and Commissioning	1.2. Delivery Schedule is as follows: 1.2.1. Supply of Hardware & other Items (including OS); Within Seven (7) weeks from the date of acceptance of Purchase Order or Eight (8) weeks from the date of issue of Purchase Order whichever is earlier. 1.2.2. Supply of Security Orchestration, Automation, and Response Solution: Within Seven (7) weeks from the date of acceptance of Purchase Order or Eight (8) weeks from the date of issue of Purchase Order whichever is earlier.	Request you to extend the delivery and supply timeline to 12 weeks from the date of PO Acceptance	Bidder has to comply with the RFP terms.
45	13	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	1. Delivery, Installation, Integration and Commissioning	1.3. Installation Schedule: 1.3.2. Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution: The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Security Orchestration, Automation, and Response Solution at the bank branch/office within 2 weeks from the date of delivery of Security Orchestration, Automation, and Response Solution for each ordered locations.	Request you to kindly change the timelines from 2 weeks to minimum 6 weeks.	Kindly refer Amendment-2 to this RFP.
46	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	1.4 Project Timeline 1.4.4. Phase-1 (UAT and DR Implementation): The Bidder has to ensure installation and complete working of the solution within Nine (9) weeks of acceptance of Purchase Order in the DR setup of the bank. The successful bidder has to complete the implementation of all the functionalities defined elsewhere in the RFP.	Time lines to be changed from T+1 Week to T + 14 Weeks ( considering 8 weeks for product delivery and 6 weeks for installation)	Kindly refer Amendment-2 to this RFP.
47	13	C. Deliverables & service level agreement(SLAS)	1. Delivery, Installation, Integration and Commissioning	1.4 Project Timeline 1.4.5. Phase-2 (DC implementation and Go Live): After successful completion of DR implementation, the selected Bidder should complete the roll out of the entire solution in the DC setup of the bank within Ten (10) weeks of acceptance of the Purchase Order.	Time lines to be changed from T+1 Week to T + 16 Weeks ( considering 8 weeks for product delivery and 8 weeks for installation)	Kindly refer Amendment-2 to this RFP.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
48	13	C. Deliverables & service level agreement(SLAS)	1.4. Project Timelines:	1.4.1. Supply, Installation and Implementation of the Solution should be completed within Eight weeks from the date of acceptance of the Purchase Order.	Requesting you modify the clause as "Supply, Installation and Implementation of the Solution should be completed within Twelve weeks from the date of acceptance of the Purchase Order"	Bidder has to comply with the RFP terms.
49	13	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	1. Delivery, Installation, Integration and Commissioning	1.2. Delivery Schedule is as follows: 1.2.1. Supply of Hardware & other Items (including OS): Within Seven (7) weeks from the date of acceptance of Purchase Order or Eight (8) weeks from the date of issue of Purchase Order whichever is earlier. 1.2.2. Supply of Security Orchestration, Automation, and Response Solution: Within Seven (7) weeks from the date of acceptance of Purchase Order or Eight (8) weeks from the date of issue of Purchase Order whichever is earlier.	Request Bank to change Supply of Hardware & Other Items From 7/8 to 10-12 weeks. Supply of SOAR - from 7/8 weeks to 10-12 weeks	Kindly refer Amendment-2 to this RFP.
50	13	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	1. Delivery, Installation and Commissioning	1.3. Installation Schedule: 1.3.2. Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution: The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Security Orchestration, Automation, and Response Solution at the bank branch/office within 2 weeks from the date of delivery of Security Orchestration, Automation, and Response Solution for each ordered locations.	Request bank to Keep only Installation and configuration for 2 weeks. Integration and creating playbook would need additional time which can be discussed during the workshop that would be needed. The objective of the workshop would be to understand the current SIEM solution, events generated and how many automations need to be brought in.	Kindly refer Amendment-2 to this RFP.
51	13	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	1. Delivery, Installation and Commissioning	1.6. The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of Solution.	Request Bank to amend this condition and align with the recommendation given as part of clause 1.3.2	Bidder has to comply with the RFP terms.
52	14	C. Deliverables & service level agreement(SLAS)	2. Security	2.1. The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.	Please confirm if bank will provide the hardening & configuration relevant security policies to comply with.	Bidder has to comply with the RFP terms.
53	14	C. Deliverables & service level agreement(SLAS)	2. Security	2.3. The Bank may conduct security audit in the proposed solution after complete implementation.	Request you to change the clause as follows: Bank may conduct security audit in the proposed solution within 3 months after implementation.	Bidder has to comply with the RFP terms.
54	15	C. Deliverables & service level agreement(SLAS)	4. Uptime	4.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.90% for the solution as specified in Annexure-7 and Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.	It is assumed that Bank already has required tool to monitor the uptime of our deployed solution. Please confirm.	Bidder has to comply with the RFP terms.
55	15	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	3. Acceptance	3.1. Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off. 3.2. After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution. 3.3. The warranty will start from the date of Go-Live.	Request for including below clause - Services and/or deliverables shall be deemed to be fully and finally accepted by the Bank in the event when Bank has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Bank.	Bidder has to comply with the RFP terms.



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56	15	C. Deliverables & service level agreement(SLAS)	4. Uptime	4.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.90% for the solution as specified in Annexure-7 and Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.	Assumption is we can use bank's current monitoring system to monitor, measure and report the availability for this solution.	Bidder has to comply with the RFP terms.
57	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5. Penalties/Liquidated Damages	0.2% (plus GST) per week or part thereof.  Maximum penalty to be capped 2.5% of TCV (under all the penalties & Liquidated damages clause).	Bidder has to comply with the RFP terms.
58	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.1. Penalties/Liquidated damages for delay in Delivery of Hardware and Solution/Software would be as under: 5.1.1. Non-compliance of the Supply/delivery as per clause 1.2.1 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of Hardware Items (including OS) (exclusive of Taxes) location/office address wise. 5.1.2. Non-compliance of the Supply/delivery of Security Orchestration, Automation, and Response Solution as per clause 1.2.2 will result in the imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of Security Orchestration, Automation, and Response Solution (exclusive of Taxes) location/office address wise. 5.1.3. However, the total Penalty/LD to be recovered under clause 5.1.1 & 5.1.2 shall be restricted to 5% of the total value of the order (exclusive of Taxes) plus GST.	5.1.3. However, the total Penalty/LD to be recovered under above clauses 5.1.1 & 5.1.2 shall be restricted to 3% of Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value(exclusive of Taxes).	Bidder has to comply with the RFP terms.
59	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.2. Penalties/Liquidated damages for delay in installation and Commissioning of Hardware and Solution/Software would be as under: 5.2.1. Non-compliance of the Installation, Configuration, Integration and Commissioning of Hardware Appliance as per clause 1.3.1 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of Hardware Items (Including OS) (exclusive of Taxes) location/office address wise. 5.2.2. Non-compliance of the Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution as per clause 1.3.2 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value (exclusive of Taxes) location/office address wise. 5.2.3. However, the total Penalty/LD to be recovered under clause 5.2.1 & 5.2.2 shall be restricted to 5% of the total value of the order (exclusive of Taxes) plus GST.	5.2.3. However, the total Penalty/LD to be recovered under above clauses 5.2.1 & 5.2.2 shall be restricted to 3% of Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value (exclusive of Taxes).	Bidder has to comply with the RFP terms.
60	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	Penalties and Liquidated Damages	How ever the total penalty / LD be recovered under the above clauses 6.1.1 and 6.1.2 shall be restricted to 10% (plus GST) of the total value of the order. ( exclusive of taxes)	request to change the total penalty / LD be recovered under the above clauses 6.1.1 and 6.1.2 shall be restricted to 5% (plus GST) of the total value of the order. ( exclusive of taxes)	Bidder has to comply with the RFP terms.
61	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	Penalties and Liquidated Damages for not maintaining uptime	99.00% to 99.89% - 0.10% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. 99.00% to 99.89% - 0.10% ( Plus GST) on invoice value*(exclusive of GST) for every 8 Hours or Part there of.	Bidder has to comply with the RFP terms.



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62	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	98.00% to 98.99% - 0.20% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. 99.00% to 99.89% - 0.20% ( Plus GST) on invoice value*(exclusive of GST) for every 8 Hours or Part there of.	Bidder has to comply with the RFP terms.
63	16	C. Deliverables & service level agreement(SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	97.00% to 97.99% - 0.30% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. 97.00% to 97.99% - 0.30% ( Plus GST) on invoice value*(exclusive of GST) for every 8 Hours or Part there of.	Bidder has to comply with the RFP terms.
64	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	96.00% to 96.99% - 0.40% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. 96.00% to 96.99% - 0.40% ( Plus GST) on invoice value*(exclusive of GST) for every 8 Hour or Part there of.	Bidder has to comply with the RFP terms.
65	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	95.00% to 95.99% - 0.50% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. 95.00% to 95.99% - 0.50% ( Plus GST) on invoice value*(exclusive of GST) for every 8 hour or Part there of.	Bidder has to comply with the RFP terms.
66	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	Less than 95% - 1% ( Plus GST) on invoice value*(exclusive of GST) for every one hour or Part there of.	Request to change as below. Less than 95% - 1% ( Plus GST) on invoice value*(exclusive of GST) for every Hours or Part there of.	Bidder has to comply with the RFP terms.
67	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for not maintaining uptime</u>	The maximum penalty levied shall not be more than 10% of Invoice value.(plus gst) during the warranty period and 50% of AMC/ATS amount payable for one year ( plus Gst) during AMC/ATS period.	Request to change as below. The maximum penalty levied shall not be more than 5% of Invoice value.(plus gst) during the warranty period and 20% of AMC/ATS amount payable for one year ( plus Gst) during AMC/ATS period.	Bidder has to comply with the RFP terms.
68	16	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Penalties and Liquidated Damages for Onsite resources</u>	Penalty for onsite resource charges	Total Penalty under this category to be limited to 10% of the Quarterly resident resource charges	Bidder has to comply with the RFP terms.
69	16	C. Deliverables & service level agreement(SLAS)	5. Penalties/Liquidated Damages	5.3. Penalties/Liquidated damages for not maintaining uptime: 5.3.2. The maximum penalty levied shall not be more than the 5% of invoice value (plus GST) during warranty period and 50% of AMC / ATS amount payable for one year (plus GST) during AMC/ATS period.	The clause indicates that the maximum penalty is a sum of two entities. We request this to be amended to 10% of annual contract value.	Bidder has to comply with the RFP terms.
70	16	C. Deliverables & service level agreement(SLAS)	5. Penalties/Liquidated Damages	5.3. Penalties/Liquidated damages for not maintaining uptime: 5.3.4. If monthly uptime is less than 95% in three consecutive months, bank may at its sole discretion blacklist the bidder in addition to imposing penalty and invoking the bank guarantee.	Kindly remove the highlighted portion with regards to blacklisting, as the Bank already has the right to levy penalty, invoke BG and terminate the contract.	Bidder has to comply with the RFP terms.
71	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.4. Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.	Clause to be deleted	Bidder has to comply with the RFP terms.
72	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.3. Penalties/Liquidated damages for not maintaining uptime: 5.3.2. The maximum penalty levied shall not be more than the 5% of invoice value (plus GST) during warranty period and 50% of AMC / ATS amount payable for one year (plus GST) during AMC/ATS period.	5.3.2 The maximum penalty levied shall not be more than the 3% of invoice value (plus GST) during warranty period and 5% of AMC/ATS amount payable for one year (plus GST) during AMC/ATS period.	Bidder has to comply with the RFP terms.



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73	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.3. Penalties/Liquidated damages for not maintaining uptime: 5.3.3. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS, if contracted. In addition to termination Bank at its discretion will invoke the Performance Bank Guarantee. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).	5.3.3 If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS, if contracted after providing a cure period of 30 days to the bidder. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder under this RFP (including AMC/ATS payments). In the event of termination Bank shall pay Bidder for goods delivered and services rendered till the date of termination.	Bidder has to comply with the RFP terms.
74	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.3. Penalties/Liquidated damages for not maintaining uptime: 5.3.4. If monthly uptime is less than 95% in three consecutive months, bank may at its sole discretion blacklist the bidder in addition to imposing penalty and invoking the bank guarantee.	Request deletion of Clause	Bidder has to comply with the RFP terms.
75	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.6. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.	5.6 Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime.	Bidder has to comply with the RFP terms.
76	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.7. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	5.7 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	Bidder has to comply with the RFP terms.
77	17	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5.8. All the above LDs are independent of each other and are applicable separately and concurrently.	5.8 All the above LDs are independent of each other and are applicable separately and concurrently. The overall maximum penalty, if any that can be imposed on Bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	Bidder has to comply with the RFP terms.
78	18	C. Deliverables & service level agreement(SLAS)	6. Payment Terms	6.2. <u>Payment schedule for Security Orchestration, Automation, and Response Solution will be as under:</u> <u>3.Escrow agreement:</u> 10% of the invoice value will be released after signing Escrow Agreement and depositing of source code.	Pts refer above point on Escrow Arrangement - Request to remove this slab	Bidder has to comply with the RFP terms.
79	18	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	Request for change: On Supply of Hardware :- 80% . Installation, Configuration, Integration & Commissioning of Hardware / Appliance items as per work scope :- 10% . After Warranty :- 10% . AMC /ATS :- Payment will be quarterly in advance.	Bidder has to comply with the RFP terms.



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80	18	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution	Request for change: On delivery of Security Orchestration, Automation & Response solution :- 80% . Installation, Configuration, Integration & Commissioning of Hardware / Appliance items as per work scope :- 10% . Escrow Agreement :- 5%. After Warranty :- 5% . AMC /ATS :- Payment will be quarterly in advance.	Bidder has to comply with the RFP terms.
81	18	C. Deliverables & service level agreement(SLAS)	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 1. Delivery of Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses as per clause 1.2.1 % of Payment 40% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	Request payment terms to be changed from 40% to 80%	Bidder has to comply with the RFP terms.
82	18	C. Deliverables & service level agreement(SLAS)	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses) as per clause 1.3.1 % of Payment 50% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	Request payment terms to be changed from 50% to 10%	Bidder has to comply with the RFP terms.
83	18	C. Deliverables & service level agreement(SLAS)	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 4. AMC for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses % of Payment Quarterly in Arrears.	Request AMC payments to be changed to 100% yearly in advance	Bidder has to comply with the RFP terms.
84	18	C. Deliverables & service level agreement(SLAS)	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 1. Delivery of Security Orchestration, Automation, and Response Solution as per clause 1.2.2 % of Payment 40% of the Invoice Value of Security Orchestration, Automation, and Response Solution.	Request payment terms to be changed from 40% to 80%	Bidder has to comply with the RFP terms.



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85	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution as per clause 1.3.2 % of Payment 40% of the invoice Value of Security Orchestration, Automation, and Response Solution.	Request payment terms to be changed from 50% to 10%	Bidder has to comply with the RFP terms.
86	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 3. Escrow agreement % of Payment 10% of the invoice value will be released after signing Escrow Agreement and depositing of source code.	Request bank to remove the Escrow agreement clause	Bidder has to comply with the RFP terms.
87	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 5. ATS for Security Orchestration, Automation, and Response Solution % of Payment Quarterly in Arrears.	Request AMC payments to be changed to 100% yearly in advance	Bidder has to comply with the RFP terms.
88	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 1. Delivery of Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses as per clause 1.2.1 % of Payment 40% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	Requesting you modify the clause as "Delivery of Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses - 80% of invoice Value"	Bidder has to comply with the RFP terms.
89	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses) as per clause 1.3.1 % of Payment 50% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	Requesting you modify the clause as "Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses)- 17% of the Invoice Value"	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
90	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 3. After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. % of Payment 10% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses Or On submission of BG equivalent to warranty payment.	Requesting you modify the clause as " After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. -10% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses Or On submission of BG equivalent to warranty payment."	Bidder has to comply with the RFP terms.
91	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 1. Delivery of Security Orchestration, Automation, and Response Solution as per clause 1.2.2 % of Payment 40% of the Invoice Value of Security Orchestration, Automation, and Response Solution.	Requesting you modify the clause as " Delivery of Security Orchestration Automation, and Response Solution - 80% of the Invoice Value of Security Orchestration, Automation, and Response Solution"	Bidder has to comply with the RFP terms.
92	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution as per clause 1.3.2 % of Payment 40% of the Invoice Value of Security Orchestration, Automation, and Response Solution.	Requesting you modify the clause as " Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution -17% of the Invoice Value of Security Orchestration, Automation, and Response Solution"	Bidder has to comply with the RFP terms.
93	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 3. Escrow agreement % of Payment 10% of the invoice value will be released after signing Escrow Agreement and depositing of source code.	Requesting you to delete the clause	Bidder has to comply with the RFP terms.
94	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 4. After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. % of Payment 10% of the Invoice Value of Security Orchestration, Automation, and Response Solution Or On submission of BG equivalent to warranty payment.	Requesting you modify the clause as " After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. 3% of the Invoice Value of Security Orchestration, Automation, and Response Solution OR On submission of BG equivalent to warranty payment"	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
95	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 1. Delivery of Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses as per clause 1.2.1 % of Payment 40% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	90% of the Invoice value of these Hardware for Security Orchestration, Automation and Response Solution with required OS, Database License and other Licenses	Bidder has to comply with the RFP terms.
96	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses) as per clause 1.3.1 % of Payment 50% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	10% of the Invoice value of these Hardware for Security Orchestration, Automation and Response Solution with required OS, Database License and other Licenses	Bidder has to comply with the RFP terms.
97	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 3. After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. % of Payment 10% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses Or On submission of BG equivalent to warranty payment.	Request for removal of this clause	Bidder has to comply with the RFP terms.
98	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 4. AMC for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses % of Payment Quarterly in Arrears.	Monthly in arrears	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
99	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 1. Delivery of Security Orchestration, Automation, and Response Solution as per clause 1.2.2 % of Payment 40% of the Invoice Value of Security Orchestration, Automation, and Response Solution.	90% of the Invoice value of these Hardware for 1 Security Orchestration, Automation and Response Solution	Bidder has to comply with the RFP terms.
100	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Security Orchestration, Automation, and Response Solution as per clause 1.3.2 % of Payment 40% of the Invoice Value of Security Orchestration, Automation, and Response Solution.	10% of the Invoice value of Security Orchestration, Automation and Response Solution	Bidder has to comply with the RFP terms.
101	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 3. Escrow agreement % of Payment 10% of the Invoice value will be released after signing Escrow Agreement and depositing of source code.	Request for removal of this clause	Bidder has to comply with the RFP terms.
102	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 4. After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. % of Payment 10% of the Invoice Value of Security Orchestration, Automation, and Response Solution Or On submission of BG equivalent to warranty payment.	Request for removal of this clause	Bidder has to comply with the RFP terms.
103	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.2. Payment schedule for Security Orchestration, Automation, and Response Solution will be as under: Payment Stage 5. ATS for Security Orchestration, Automation, and Response Solution % of Payment Quarterly in Arrears.	Monthly in arrears	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
104	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 1. Delivery of Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses as per clause 1.2.1 % of Payment 40% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	We request bank to amend this to industry standard of 70% of delivery, 20% on install and 10% on providing a BG	Bidder has to comply with the RFP terms.
105	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 2. Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses) as per clause 1.3.1 % of Payment 50% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses	We request bank to amend this to industry standard of 70% of delivery, 20% on install and 10% on providing a BG	Bidder has to comply with the RFP terms.
106	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 3. After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. % of Payment 10% of the Invoice Value of these Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses Or On submission of BG equivalent to warranty payment.	We request bank to amend this to industry standard of 70% of delivery, 20% on install and 10% on providing a BG	Bidder has to comply with the RFP terms.
107	18	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	6. Payment Terms	6.1. Payment schedule for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses will be as under: Payment Stage 4. AMC for Required Hardware for Security Orchestration, Automation, and Response Solution with required OS, Database License and other Licenses % of Payment Quarterly in Arrears.	We request bank to amend this to yearly in advance	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
108	19	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Onsite resources and Support</u>	The Bidder has to provide following onsite resources and should be having OEM Certification for the proposed solution with minimum 3 years of implementation & hands on experience for L2 and minimum one year of implementation and support.	request to change the Bidder has to provide following onsite resources and should be having knowledge on the solution with minimum 3 years of experience in managing and administering any similar tools for L2 and minimum one year of implementation or support experience for L1 Resources.	No such clause in RFP.  Kindly refer Amendment-2 to this RFP. Bidder has to comply with the RFP terms.
109	19	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Onsite resources and Support</u>	The Onsite resource timings will be L2 - 10:00am to 07:00 PM and L1 08:00 AM to 04 PM and 2:00 PM to 10 PM on daily basis	Please confirm that the resource timings will be on Bank working days or Resource to be available all days in a week includes Sunday?	No such clause in RFP.  Kindly refer Amendment-2 to this RFP. Bidder has to comply with the RFP terms.
110	19	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Onsite resources and Support</u>	The bidder has to submitting the Following KYC document. Passport	Is passport is must for the onsite candidate or any relevant KYC document will suffice? Please confirm.	No such clause in RFP.  Kindly refer Amendment-2 to this RFP. Bidder has to comply with the RFP terms.
111	19	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	<u>Onsite resources and Support</u>	The resources without having KYC document will not be consider for screening.	Request to change that resources should be submitting the KYC document before on boarding. These documents cannot be getting before onboarding the candidates or while scheduling the interview of the candidate.	No such clause in RFP.  Kindly refer Amendment-2 to this RFP. Bidder has to comply with the RFP terms.
112	19	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	7. Onsite Resources & Support	7. Onsite Resources & Support	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank." All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.	Bidder has to comply with the RFP terms.
113	20	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	7. Onsite Resources & Support	7.7. At least one resource from the OEM should be available during implementation of the project. Onsite support should be on the pay roll of the OEM and should have OEM certification for the proposed solution (cost for this resource should be factored in the line item of one time implementation charges in Table-A of Bill of Material).	Request bank to modify the OEM Resource clause and consider bidder Resource	Bidder has to comply with the RFP terms.
114	20	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	7. Onsite Resources & Support	7.9. Onsite Resource charges will be paid quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 0.50% (plus GST) of the Resident resource charges payable to the Bidder for that quarter for each hour and part thereof of absence. However, total penalty under this clause will be limited to 50% (plus GST) of the total charges payable for Resident Resource charges for that quarter.	7.9 Onsite Resource charges will be paid monthly in arrears.	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
115	20	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	7. Onsite Resources & Support	7.1. The bidder has to provide complete support for end to end installation, implementation and maintenance of the proposed solution during the contract period and Bidder will be responsible for attending complaints during 10:00 AM to 6:00 PM on all Bank working days.	Bank has requested only 1 resource throughout the contract duration. With the given time to attend compliants, we understand Bank working days are Mon to Sat, except 2nd and 4th Saturdays, Sundays and Bank Holidays. We request Bank to clarify the following 1. if and only if the compliants are to be attended only during the mentioned Bank's working days and hours. 2. That the payment for the resource would be for the entire year as per payment milestone and not just for working days alone. The bank would not hold payment to NTT on account of resource present in bank premises only during Bank working days and not present on 2nd/4th Saturdays, Sundays and Bank Holidays.	Kindly refer Amendment-2 to this RFP. Bidder has to comply with the RFP terms.
116	20	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	7. Onsite Resources & Support	7.9. Onsite Resource charges will be paid quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 0.50% (plus GST) of the Resident resource charges payable to the Bidder for that quarter for each hour and part thereof of absence. However, total penalty under this clause will be limited to 50% (plus GST) of the total charges payable for Resident Resource charges for that quarter.	Request Bank to amend this clause to impose penalty of 0.5% of resident resource charges payable to bidder for that quarter for each day ... Limited to 10% of total charges payable for Resident Resource charges for that quarter.	Bidder has to comply with the RFP terms.
117	20	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	7. Onsite Resources & Support	7.10. In case of any further requirement of resource, Bidder has to onboard the additional resource with the same qualification within 2 months after getting the request from the bank & at the same price which will be quoted initially.	1. Request Bank to amend this to 3 months instead of 2 months. 2. In such cases resource price applicable would be the price quoted initially during bid submission for that particular service year in which the resource is requested.. E.g if Price for L2 resource is 100 for year 1 and 110 for year 2 and Bank requests the engineer to be onboarded in year 2, then the applicable price would be 110 and not 100.	Bidder has to comply with the RFP terms.
118	20	C. Deliverables & service level agreement(SLAS)	9. Warranty	9. Warranty	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank." All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
119	20	C. Deliverables & service level agreement(SLAS)	10. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted)	10. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted)	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank." All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.	Bidder has to comply with the RFP terms.
120	21	C. Deliverables & service level agreement(SLAS)	10. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted)	10.5. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include: 10.5.3. Preventive Maintenance.	Requesting you to confirm yearly how many times preventive maintenance need to be conducted	The details will be shared with the selected bidder.
121	21	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	9. Warranty	9.8. Despite any other provision, the Bank, may return a defective Software/Solution to the Bidder within Sixty (60) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c)	10.9. Despite any other provision, the Bank, may return a defective Hardware/Software/Solution to the Bidder within Sixty (60) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective solution" includes, a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping	Bidder has to comply with the RFP terms.
122	21	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	10. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted)	10.4. The Bank will pay AMC/ATS charges for Solution (including hardware, software OS and license) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.	11.4. The Bank will pay AMC/ ATS charges for Solution (including hardware, software OS and license) after the end of warranty period, Such payment shall be released monthly in arrears after completion of service during the period and submission of reports and invoices.	Bidder has to comply with the RFP terms.
123	21	C. Deliverables & service level agreement(SLAS)	11. Scope Involved During Warranty and ATS Period (if contracted)	11. Scope Involved During Warranty and ATS Period (if contracted)	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank." All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.	Bidder has to comply with the RFP terms.
124	22	C. Deliverables & service level agreement(SLAS)	12. Mean Time Between Failures (MTBF)	12. Mean Time Between Failures (MTBF)	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank." All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
125	22	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	13. Subcontracting	The vendor shall not subcontract or permit anyone other than OEM/OSD personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. However, bidder will be responsible for implementation of Security Orchestration, Automation, and Response Solution in Canara Bank as per RFP and Bank will not enter agreement with any third party.	Bank to kindly confirm that such consent will not be unduly withheld.	Bidder has to comply with the RFP terms.
126	23	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	15. Escrow arrangement during Contract period	15. Escrow arrangement during Contract period	Proposed Solution / Software is NOT Customized to the requirements of the Bank - Hence it will not be applicable for us to execute.	Bidder has to comply with the RFP terms.
127	23	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	15. Escrow arrangement during Contract period	15. Escrow arrangement during Contract period	Request bank to remove the Escrow agreement clause	Bidder has to comply with the RFP terms
128	23	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	15. Escrow arrangement during Contract period	15. Escrow arrangement during Contract period	Requesting you to delete the clause	Bidder has to comply with the RFP terms.
129	23	<u>C. Deliverables &amp; service level agreement(SLAS)</u>	14. Defect liability	In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.	All warranty/replacements is as per OEM warranty terms & conditions only. Kindly delete the same.	Bidder has to comply with the RFP terms.
130	24	<u>C. DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS (SLAS)</u>	16. Right to Audit	16.1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	It is understood that the scope of audit would be limited only to the solution provided to bank under the ambit of this RFP and deployed in Bank's designated DC & DR.	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
131	24	C. Deliverables & service level agreement(SLAS)	16. Right to Audit	<p>16.1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>16.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>16.3. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider to a financial, internal control and security review and</p>	Please confirm that any audit shall be done with prior written notice to Bidder and should be restricted to the information and documents in relation to the services provided by the Bidder. Further, such audit shall be subject to the "Confidentiality" obligations upon the Bank, its auditors, employees making such audit. Also, we request confirmation that Bidder shall not be required to disclose its financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services provided by the Bidder to the Bank.	Bidder has to comply with the RFP terms.
132	37	Annexure-2	Eligibility Criteria Declaration	<p><b>BIDDER EXPERIENCE</b>  <b>Eligibility Criteria</b>                      The Bidder/OEM should have implemented Security Orchestration, Automation, and Response Solution and should be currently running in any of the BFSI sector organization globally or any listed company/Government/PSU organization in India.  <b>Documents to be submitted for Eligibility Criteria Compliance</b>                      The Bidder has to provide reference letter from their Customers to this effect.</p>	Kindly allow submission of purchase order copy or Customer reference letter to this effect	Bidder has to comply with the RFP terms.
133	37	Annexure-2	Eligibility Criteria Declaration	<p><b>BIDDER EXPERIENCE</b>  <b>Eligibility Criteria</b>                      The proposed Security Orchestration, Automation, and Response Solution should have been [not necessarily by the bidder] implemented and currently running in any of the BFSI sector organization globally or any listed company/Government/PSU organization in India.  <b>Documents to be submitted for Eligibility Criteria Compliance</b>                      The Bidder has to provide reference letter duly mentioning the solution name from the Customers to this effect.</p>	The RFP to be changed to allow any listed company/government/PSU organization globally. SOAR is a relatively new sphere of technology and current number of organization that have implemented are less	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
134	37	Annexure-2	Eligibility Criteria Declaration	<p><b>BIDDER EXPERIENCE</b>  <b>Eligibility Criteria</b>                      The Bidder/OEM should have implemented Security Orchestration, Automation, and Response Solution and should be currently running in any of the BFSI sector organization globally or any listed company/Government/PSU organization in India.                      Documents to be submitted for Eligibility Criteria Compliance                      The Bidder has to provide reference letter from their Customers to this effect.</p>	Will one reference letter in this regard from either a Bidder or OEM is sufficient to fulfil the clause?	Bidder has to comply with the RFP terms.
135	37	Annexure-2	Eligibility Criteria Declaration	<p><b>BIDDER EXPERIENCE</b>  <b>Eligibility Criteria</b>                      The proposed Security Orchestration, Automation, and Response Solution should have been [not necessarily by the bidder] implemented and currently running in any of the BFSI sector organization globally or any listed company/Government/PSU organization in India.                      Documents to be submitted for Eligibility Criteria Compliance                      The Bidder has to provide reference letter duly mentioning the solution name from the Customers to this effect.</p>	Will one reference letter in this regard from either a Bidder or OEM is sufficient to fulfil the clause? Is Point no. 5 in Eligibility criteria is same as Point no. 6?	The Eligibility Criteria is self-explanatory. Bidder has to comply with the RFP terms.
136	39	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<p><b>A. TECHNICAL REQUIREMENTS</b>                      1.4. The selected Bidder shall guarantee a Monthly uptime of minimum 98.00% for the Backend Infrastructure (hardware/software from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA).</p>	please help us understand the difference between this uptime and the uptime mentioned in Page 15, Clause 4.1	Kindly refer Amendment-2 to this RFP.
137	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<p><b>A. TECHNICAL REQUIREMENTS</b>  <b>SYSTEM SUPPORT</b>                      The offered solution should have support for the following client side features:                      1. Operating Systems: Windows 7, Windows 8, Windows 10 and above.                      2. Internet Browsers:                      a) IE 9, 10, 11 and above.                      b) Google Chrome Version 51 and above.                      c) Mozilla Firefox version 47 and above.                      3. Java Runtime Environment 6u31 and above</p>	We support Internet Browser 11, please let us know if this support would be alright	Bidder has to comply with the RFP terms.
138	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<p><b>A. TECHNICAL REQUIREMENTS</b>  <b>SYSTEM SUPPORT</b>                      The offered solution should have support for the following client side features:                      1. Operating Systems: Windows 7, Windows 8, Windows 10 and above.                      2. Internet Browsers:                      a) IE 9, 10, 11 and above.                      b) Google Chrome Version 51 and above.                      c) Mozilla Firefox version 47 and above.                      3. Java Runtime Environment 6u31 and above</p>	We support Internet Browser 11, please let us know if this support would be alright	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
139	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 3.The solution should be sized to store the historical incident data related to playbooks, incident cases etc for a minimum period of 5 years and then back up the data using banks backup solution as per policy.	Request you to let us know what is the total data expected to be stored over a period of 1 year and 5 year	Kindly refer point 3 & 4 of the Annexure-7 (B. Functional Requirement).
140	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 5.Bidder should be able to create playbooks in response to new threats in the industry immediately, not later than 1 day of discovery of any new threat	Playbooks would be created for automating security processes like investigations and managing incidents. It need not be created for each and every threat and our playbooks would be created on Use-case requirements. Request you to let us know if this is what you are looking for.	Bidder has to comply with the RFP terms.
141	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 3.The solution should be sized to store the historical incident data related to playbooks, incident cases etc for a minimum period of 5 years and then back up the data using banks backup solution as per policy.	Request to help with count or no. of playbook bank is looking for creation	Kindly refer point 11 of the Annexure-7 (B. Functional Requirement).
142	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 10.The solution must provide Role Based Access (RBAC) to differentiate between analysts and administrators. The permission to access should be provided accordingly.	Request bank to help us with the Number of analyst required	Bidder has to comply the clause. The license definition ought to be provided basis on the no of users with variant roles (administrator or analyst) without any restriction in terms of the user mapping.Bank reserves the right to define the no. of administrator user roles.
143	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>A. TECHNICAL REQUIREMENTS</b> <b>SYSTEM SUPPORT</b> The offered solution should have support for the following client side features: 1. Operating Systems: Windows 7, Windows 8, Windows 10 and above. 2. Internet Browsers: a) IE 9, 10, 11 and above. b) Google Chrome Version 51 and above. c) Mozilla Firefox version 47 and above. 3. Java Runtime Environment 6u31 and above	We support Internet Browser 11, please let us know if this support would be alright	Bidder has to comply with the RFP terms.
144	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 3.The solution should be sized to store the historical incident data related to playbooks, incident cases etc for a minimum period of 5 years and then back up the data using banks backup solution as per policy.	Request you to let us know what is the total data expected to be stored over a period of 1 year and 5 year	Kindly refer point 3 & 4 of the Annexure-7 (B. Functional Requirement).



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
145	40	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 5. Bidder should be able to create playbooks in response to new threats in the industry immediately, not later than 1 day of discovery of any new threat	Playbooks would be created for automating security processes like investigations and managing incidents. It need not be created for each and every threat and our playbooks would be created on Use-case requirements. Request you to let us know if this is what you are looking for.	Bidder has to comply with the RFP terms.
146	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 3. The solution should be sized to store the historical incident data related to playbooks, incident cases etc for a minimum period of 5 years and then back up the data using banks backup solution as per policy.	Request you to let us know what is the total data expected to be stored over a period of 1 year and 5 year	Kindly refer point 3 & 4 of the Annexure-7 (B. Functional Requirement).
147	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 5. Bidder should be able to create playbooks in response to new threats in the industry immediately, not later than 1 day of discovery of any new threat	Playbooks would be created for automating security processes like investigations and managing incidents. It need not be created for each and every threat and our playbooks would be created on Use-case requirements. Request you to let us know if this is what you are looking for.	Bidder has to comply with the RFP terms.
148	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 20. The solution should be able to integrate with any of the ticketing tool as per Bank's requirement.	Request Bank to provide existing ticketing used by the bank	The details will be shared with the selected bidder.
149	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 22. The solution should be capable of supporting multi-factor authentication & maker-checker capability or any other latest authentication techniques.	Please mention the MFA currently utilised at the Bank	The details will be shared with the selected bidder.
150	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 3. The solution should be sized to store the historical incident data related to playbooks, incident cases etc for a minimum period of 5 years and then back up the data using banks backup solution as per policy.	All the data might be stored in SIEM. Does bank still want to keep the incident logs for 5 years?	Yes.
151	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 23. The solution should be able to integrate with any of the OEM solutions of the following, but not limited to, Technologies: i. Endpoint Security ii. Network Security iii. Email Security iv. Cloud Security v. Forensic Tools	Additionally, the SOAR solution must integrate with the Latest version or N-1 version of all solutions	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
152	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 20.The solution should be able to integrate with any of the ticketing tool as per Bank's requirement.	Which ticketing tool is currently being used at Bank. Do we need to do integration during the implementation phase.	The details will be shared with the selected bidder.
153	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 20.The solution should be able to integrate with any of the SIEM / SOC available in the market.	Please let us know the current SIEM tool which is being used at Bank.	The details will be shared with the selected bidder.
154	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 20.The solution should be able to integrate with any of the ticketing tool as per Bank's requirement.	Please mention the existing ticketing tool used at the Bank	The details will be shared with the selected bidder.
155	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 22.The solution should be capable of supporting multi-factor authentication & maker-checker capability or any other latest authentication techniques.	Please mention the MFA currently utilised at the Bank	The details will be shared with the selected bidder.
156	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS Incidents requirement	Request bank to help us with the Number of qualified incidents per day	The details associated with the incidents cannot be quantified/normalized to specific value, considering that volume of incidents may vary.
157	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS EPS requirement for SIEM	We request bank to help us with the current EPS count	The details will be shared with the selected bidder.
158	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	B. FUNCTIONAL REQUIREMENTS 20.The solution should be able to integrate with any of the ticketing tool as per Bank's requirement.	Please mention the existing ticketing tool used at the Bank	The details will be shared with the selected bidder.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
159	42	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 22. The solution should be capable of supporting multi-factor authentication & maker-checker capability or any other latest authentication techniques.	Please mention the MFA currently utilised at the Bank	The details will be shared with the selected bidder.
160	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 31. The solution should be able to provide the IOAs based on incidents / alerts generated in SEIM / SOAR.	Generation of IOAs is the functionality of SIEM and would be done at EDR/SIEM scope. SOAR takes alerts/incidents from these detection sources and automates the response	Bidder has to comply with the RFP terms.
161	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 35. The solution should be mobile ready which can be integrated with bank's MDM for viewing dashboard and getting approvals from concerned officials	Please mention the MDM solution currently utilised at the Bank	The details will be shared with the selected bidder.
162	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 49. "The bidder shall propose hardware sizing such that at any point in time during the contract period, the CPU, Memory utilization should not exceed 60% and storage space utilization should not exceed 70%. In case the server resource utilization exceeds 60% or storage space utilization exceeds 70%, the additional hardware has to be provided by the successful bidder to optimize the performance, within the indicated levels, at no further cost to the Bank".	Please mention the total storage growth expected over a period of 5 years and existing storage requirement	The details associated with the storage in terms of the information that would be managed cannot be quantified/normalized to specific value. Bidder has to comply the RFP Terms.
163	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 31. The solution should be able to provide the IOAs based on incidents / alerts generated in SEIM / SOAR.	Generation of IOAs is the functionality of SIEM and would be done at EDR/SIEM scope. SOAR takes alerts/incidents from these detection sources and automates the response	Bidder has to comply with the RFP terms.
164	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 35. The solution should be mobile ready which can be integrated with bank's MDM for viewing dashboard and getting approvals from concerned officials	Please mention the MDM solution currently utilised at the Bank	The details will be shared with the selected bidder.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
165	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 49. The bidder shall propose hardware sizing such that at any point in time during the contract period, the CPU, Memory utilization should not exceed 60% and storage space utilization should not exceed 70%. In case the server resource utilization exceeds 60% or storage space utilization exceeds 70%, the additional hardware has to be provided by the successful bidder to optimize the performance, within the indicated levels, at no further cost to the Bank.	Please mention the total storage growth expected over a period of 5 years and existing storage requirement	The details associated with the storage in terms of the information that would be managed cannot be quantified/normalized to specific value. Bidder has to comply the RFP Terms.
166	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 21. The solution should be able to integrate with any of the SIEM / SOC available in the market.	We request bank to help us with the existing SIEM/SOC tool in current setup	The details will be shared with the selected bidder.
167	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 31. The solution should be able to provide the IOAs based on incidents / alerts generated in SEIM / SOAR.	Generation of IOAs is the functionality of SIEM and would be done at EDR/SIEM scope. SOAR takes alerts/incidents from these detection sources and automates the response	Bidder has to comply with the RFP terms.
168	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 35. The solution should be mobile ready which can be integrated with bank's ADM for viewing dashboard and getting approvals from concerned officials	Please mention the ADM solution currently utilised at the Bank	The details will be shared with the selected bidder.
169	43	Annexure-7	Technical & Functional Requirement of Security Orchestration, Automation, and Response Solution	<b>B. FUNCTIONAL REQUIREMENTS</b> 49. The bidder shall propose hardware sizing such that at any point in time during the contract period, the CPU, Memory utilization should not exceed 60% and storage space utilization should not exceed 70%. In case the server resource utilization exceeds 60% or storage space utilization exceeds 70%, the additional hardware has to be provided by the successful bidder to optimize the performance, within the indicated levels, at no further cost to the Bank.	Please mention the total storage growth expected over a period of 5 years and existing storage requirement	The details associated with the storage in terms of the information that would be managed cannot be quantified/normalized to specific value. Bidder has to comply the RFP Terms.
170	49	Annexure B	Scope of work	<b>1. General</b> 1.1 Bank has decided to procure security, orchestration, automation and response solution enhances the security posture of the bank. The scope includes supply and implementation of solution. The period of contract will be for 5 years. The scope of solution is limited to achieve functionalities like effectively running multiple attack simulation scenarios on the endpoints, web gateway, email gateway etc. and provide an insight into the current security posture of the bank.	The Scope is not inline with SOAR functionalities. The copy paste error from previous tender. No due diligence done.	Kindly refer Amendment-2 to this RFP.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
171	49	Annexure B.	Scope of work	1. General 1.2. Proposed security orchestration, automation and response solution should provide a single platform running attack simulation to test the attack possibility of latest threat in the environment. The solution should also provide an insight into the security tools which are utilized to prevent from the attack in case the simulation is not successful. Also the solution should suggest rules/controls to prevent attack in case the simulation is successful	The Scope is not inline with SOAR functionalities. The copy paste error from previous tender. No due diligence done.	Kindly refer Amendment-2 to this RFP.
172	49	Annexure B.	Scope of work	1. General 1.11. The service/ solution offered should be modular, scalable both horizontally & Vertically and should be able to address bank's requirement during the period of contract and even beyond future license figures given	Hardware sizing is based on customer requirement. However the solution would be scale to an extent. We would like to understand your future requirement for us to provide the right sizing for now and beyond.	The details associated with the storage in terms of the information that would be managed cannot be quantified/normalized to specific value. Bidder has to comply the RFP Terms.
173	49	Annexure-8	Scope of Work	Scope of Work	Request deletion of words 'etc' and 'not limited to' wherever present. The scope should be explicitly defined	Bidder has to comply with the RFP terms.
174	49	Annexure-8	Scope of Work	1.2. Proposed Security Orchestration, Automation, and Response Solution should provide a single platform for running attack simulations to test the attack possibility of latest threats in the environment. The solution should also provide an insight into the security tools which are utilized to prevent from the attack in case the simulation is not successful. Also the solution should suggest rules/controls to prevent attack in case the simulation is successful.	The solution desired by Bank does not have simulation feature. Bank has to look for attack simulation software solution separately. Request Bank to amend this objective so that it does not contradict with the actual scope and expectation.	Kindly refer Amendment-2 to this RFP.
175	49	Annexure-8	Scope of Work	1. General: 1.2. Proposed Security Orchestration, Automation, and Response Solution should provide a single platform for running attack simulations to test the attack possibility of latest threats in the environment. The solution should also provide an insight into the security tools which are utilized to prevent from the attack in case the simulation is not successful. Also the solution should suggest rules/controls to prevent attack in case the simulation is successful.	The objective of a SOAR solution is to automate incident response and remediate where configured. However this contradicts with Bank's expectation of running attack simulations for possible threats in environment. The solution is also expected to provide insight into the security tools and also suggest rules and controls to prevent attack in case of simulation is successful, which is completely different from a SOAR solution objective by function and feature. The expectation of Bank requires a different solution for such simulations and insights. We request Bank to amend the clause appropriately to capture the objectives of SOAR solution inline with product features, so that it doesn't create any ambiguity in expectation.	Kindly refer Amendment-2 to this RFP.
176	55	Annexure- 14	Bill of Material	Bill of Material	Bank can procure any number of licenses during the contract period at the same price. However, the no. of licenses should be restricted to +/-10% maximum of the quantity quoted. Additional prices shall be charged for the licenses supplied over the contracted quantity.	Bidder has to comply with the RFP terms.
177	General	General	General	General	The proposed solution should be mentioned under Gartner quadrant as leaders or challengers under SIEM technology for the last 2 years".	Bidder has to comply with the RFP terms.
178	NA	Annexure-7	NA	NA	Is bank looking for SOAR solution to be deployed HA in DC and HA in DR or standalone instance in DC and standalone instance in DR with site level(DC-DR) redundancy?	The setup should be in HA in active-passive mode



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
179	NA	Annexure-7	NA	NA	We request to please add the below requirement to the Functional requirements as this will be required for Canara Bank.  The proposed SOAR solution should have OOTB playbooks to address multiple use cases including security, IT ops, mission planning, etc.	Bidder has to comply the clause as mentioned in Annexure 7 Part B of Functional Requirement.
180	NA	General	General	General	The licensing of SOAR solutions are usually based on the number of unique analysts and who will be using the solution, please provide clarity on the number of analysts and business users who will be using the solution	Bidder has to comply the clause. The license definition ought to be provided basis on the no of users with variant roles (administrator or analyst) without any restriction in terms of the user mapping. Bank reserves the right to define the no. of administrator user roles
181	NA	General	General	General	Solution should provide integrated BI platform to help create advanced Dashboards and reports based on KPI's to be tracked	Bidder has to comply the clause as mentioned in Annexure 7 Part B of Functional Requirement.
182	NA	NDA	NDA	NDA	Following para to be added in NDA: The confidentiality obligations under this NDA shall survive for the period of 1 year post termination of the Agreement	Bidder has to comply with the RFP terms.
183	NA	Integrity Pact	Integrity Pact	Full clause 8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, 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/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	Clause to be deleted	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
184	NA	NA	NA	NA	Clause non Solicitation to be added as under; Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	Bidder has to comply with the RFP terms.
185	NA	NA	NA	NA	Termination right to be added for Bidder/Vendor as under; Bidder/Vendor may terminate this Agreement and / or any SOW upon written notice to the Bank if Bank commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the first party.	Bidder has to comply with the RFP terms.
186	NA	NA	NA	NA	Following clause to be added in payment terms: In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation.	Bidder has to comply with the RFP terms.
187	NA	NA	NA	NA	Please let us know the current MDM Solution	The details will be shared with the selected bidder.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
188	NA	Integrity Pact	Integrity Pact	<p><b>Fall clause</b></p> <p>B.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, 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/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	We request bank to kindly consider the latest integrity pact released by the CVC. Fall clause had been removed from the IP.	Bidder has to comply with the RFP terms.
189	NA	C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)	5. Penalties/Liquidated Damages	5. Penalties/Liquidated Damages	Request to consider aggregate LD and penalty taken together shall not exceed 10% of my total contract value.	Bidder has to comply with the RFP terms.
190	NA	NA	NA	NA	<p>Clause not present in RFP:</p> <p><b>SNR:</b></p> <p>Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that bidder shall not be in any manner be liable for any delay arising out of Bank'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 Bank</p>	Bidder has to comply with the RFP terms.
191	NA	NA	NA	NA	<p>Clause not present in RFP:</p> <p><b>Pass Through Warranty:</b></p> <p>Since bidder is acting as a reseller of completed products, bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Bank shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder shall not provide any additional warranties and indemnities with respect such products.</p>	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
192	NA	NA	NA	NA	Clause not present in RFP: ERV: "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."	Bidder has to comply with the RFP terms.
193	NA	NA	NA	NA	Clause not present in RFP: Risk and Title: The risk, title and ownership of the products shall be transferred to the Bank upon delivery of such products to the Bank	Bidder has to comply with the RFP terms.
194	NA	NA	NA	NA	Clause not present in RFP: Non Hire Clause: Bank acknowledges that personnel to be provided by bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's business. In consideration of the foregoing, Bank agrees that for the term of this Agreement and for a period of one year thereafter, Bank will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	Bidder has to comply with the RFP terms.
195	NA	NA	NA	NA	Clause not present in RFP: Tax: Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Bank.	Bidder has to comply with the RFP terms.
196	NA	NA	NA	NA	Clause not present in RFP: Change Order: Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services.	Bidder has to comply with the RFP terms.
197	NA	NA	NA	NA	Clause not present in RFP: Termination By the Bidder: Successful Bidder may terminate the Agreement upon written notice to the Bank in the event that the Bank commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	Bidder has to comply with the RFP terms.




Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
198	NA	NA	NA	NA	Clause not present in RFP: Credit Period for Payment: All the payments to be made within 30 days of submission of invoice	Bidder has to comply with the RFP terms.
199	NA	NA	NA	NA	Please clarify that any challenges in terms of agent deployment and policy configuration on Servers / and network equipment at branches or any other offices will be handled by M/S IBM. In case of any delay in addressing these issues will be exempted from project timelines.	Bidder has to comply with the RFP terms.
200	NA	NA	NA	NA	Please clarify that any dependancy on Application vendor during the integration will be excluded from project timelines.	Bidder has to comply with the RFP terms.
201	NA	Integrity Pact	Integrity Pact	Integrity Pact	<p>Integrity Pact</p> <p>We agree to execute the Integrity Pact given by Canara Bank, provided that there is no Fall Clause in it. Please note that prices quoted are based on several factors, including quantity, location of delivery, dollar rates, discounts received from OEMs and other contractual risks. For all practical purposes, we request deletion of the Fall Clause from the Integrity Pact.</p> <p>We also wish to bring to your notice, that by way of Office Order dated 4/12/2007, the Central Vigilance Commission (CVC) even circulated copy of an Integrity Pact, drafted by SAIL and vetted by the Additional Solicitor General, for reference of individual organizations. The same does not contain any Fall Clause.</p> <p>Additionally, CVC issued a Circular dated 13.01.2017, formulating standard operating procedure for adoption of Integrity Pact and the same does not include Fall Clause as an essential ingredient of the Pact.</p> <p>Please refer to the enclosed Office Order and Circular, issued by the Central Vigilance Commission, for your information.</p>	Bidder has to comply with the RFP terms.



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
202		LIST OF CONTENTS	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	<p>11. Order Cancellation/Termination of Contract</p> <p>11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>11.2.1. Non submission of acceptance of order within 7 days of order.</p> <p>11.2.2. Excessive delay in execution of order placed by the Bank.</p> <p>11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>11.2.4. The bidder goes in to liquidation voluntarily or otherwise.</p> <p>11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>11.2.6. The progress made by the selected bidder is found to be unsatisfactory.</p> <p>11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p>	<p>11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank, after giving a notice of 30 days to cure the default on the following circumstances:</p> <p>11.2.1. Non submission of acceptance of order within 7 days of order.</p> <p>11.2.2. Excessive delay in execution of order placed by the Bank.</p> <p>11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>11.2.4. The bidder goes in to liquidation voluntarily or otherwise.</p> <p>11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p><del>11.2.6. The progress made by the selected bidder is found to be unsatisfactory.</del></p> <p>11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>In the event of termination Bank shall pay Bidder for goods delivered and services rendered till the date of termination.</p>	<p>Bidder has to comply with the RFP terms.</p>

Date: 01/02/2021  
Place: Bengaluru

  
Deputy General Manager  
*YB*

