

**Pre-Bid Query responses related to RFP No: KaGB: Project Office: RFP: 01/2020-21 dated 31.12.2020**  
**“Selection of Vendor for 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning”**

Sl. No.	Section	RFP Clause	Page No.	Clause/Technical Specification	Bidder's Query	Bank Response to Query
1	Forfeiture of EMD	21.6.1	26	21.6.1.5.3 In case the successful Bidder fails to provide the Performance Guarantee within 21 days from the date of acceptance of the purchase order by the Bidder in the form and manner to the satisfaction of the Bank.	21.6.1.5.3 In case the successful Bidder fails to provide the Performance Guarantee within <b><u>30 days after signing the contract.</u></b>	Bidder to Comply with RFP Terms
2	Force Majeure	23.15	49	23.15.2 For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation. 23.15.5 Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.	23.15.2 For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, <b><u>failure of public utilities, injunction or any act, exercise, labor or civic unrest, assertion or requirement of any governmental authority, epidemic, or destruction of production facilities events</u></b> not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation. <b>Add in 23.15.3. However, the Bank \shall not be excused in any event from timely meeting its payment obligation. .</b> 23.15.5 Notwithstanding above, <b><u>the decision of a competent court having the authority to adjudicate shall be final and binding on the parties.</u></b>	Bidder to Comply with RFP Terms
3	Price	21.4.26	25	All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regard to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the sizing is done as per the scope articulated in the RFP and the responsibility of the entire sizing rests with the Bidder for the tenure of the contract.	All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regard to actual business requirements, the <del>same</del> <b><u>mutually agreed</u></b> unit prices <b><u>at that point</u></b> will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the sizing is done as per the scope articulated in the RFP and the responsibility of the entire sizing rests with the Bidder for the tenure of the contract. <b><u>Such alteration in quantities shall be restricted to 10% of the scope of the RFP.</u></b>	Bidder to Comply with RFP Terms
4	Detailed Scope of Work	6.16	11	Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.	<del>Bank</del> <b><u>The parties on mutually agreed terms and conditions</u></b> can also increase or decrease the scope of services during the period of contract with a notice of 30 days. <b><u>Such alteration in quantities shall be restricted to 10% of the scope of the RFP.</u></b>	Clarification provided: Bank can increase or decrease the scope of services availed as per the RFP-BoM during the period of contract.  If any new services are added to the scope, the same will be on mutually agreed basis.
5	Appendix 02 – Bid Undertaking/Covering Letter	5	74	However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in the tender.	However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in the tender <b><u>(except any blacklisting/debarment ramifications).</u></b>	Refer Amendment 1

6	Responsibilities of the Bidder	23.14.15	48	If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.	If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder <b>at mutually agreed costs between the parties.</b>	Bidder to Comply with RFP Terms
7	Bid Security/EMD and Performance Guarantee	21.6.1.3	26	If submitted in the form of BG, the EMD should be valid for Six month from the last date of bid submission with a claim period of 1 year or as per the extant guidelines of RBI. This must be <u>extended in case requested by the Bank.</u>	If submitted in the form of BG, the EMD should be valid for <b>one</b> month from the last date of bid submission with a claim period of 1 year or as per the extant guidelines of RBI.	Refer Amendment 1
8		21.7.24	33	In case of amalgamation/merger of the bidder company with one/more than one company/ any other company takes over the bidder company with whom the Bank will execute the contract, the Bank should be able to continue to do its business with the acquirer/ acquired entity.	In case of amalgamation/merger of the bidder company with one/more than one company/ any other company takes over the bidder company with whom the Bank will execute the contract, the Bank should be able to continue to do its business with the acquirer/ acquired entity <b><u>upon mutually agreed the terms and conditions and the agreed rates at that point of time. .</u></b>	Bidder to Comply with RFP Terms
9	Other terms of the RFP	21.7.21	32	21.7.21 Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations.	<b><u>Subject to the limitation of liability clause,</u></b> Bidder shall indemnify, protect and save Bank <b><u>solely</u></b> against all <b><u>third party</u></b> claims, losses, costs, damages, expenses, action, suits and other proceedings, <b><u>to the extent the bidder has proximately and directly caused,</u></b> resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any <b><u>applicable</u></b> laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation.	Bidder to Comply with RFP Terms
10		23.2.4	44	The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software	The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software <b><u>without prior written consent of the Bank.</u></b>	Bidder to Comply with RFP Terms

11	ANNEXURE – 01 Eligibility Criteria Declaration	9	56	The Bidder should not be involved in any legal case that may affect the solvency, existence of their company or in any way that may affect capacity to provide/continue the services of the Bank.	The Bidder should not be involved in any legal case that may affect the solvency, existence of their company or in any way that may <b>materially</b> affect capacity to provide/continue the services of the Bank.	Bidder to Comply with RFP Terms
12	Forfeiture of EMD	21.6.1.	26	21.6.1.5.5 In case shortlisted Eligible bidder doesn't participate in the RA process. 21.6.1.7 The bid security (EMD) will be returned to the unsuccessful Bidders only after receiving acceptance of the Purchase Order by the successful Bidder	21.6.1.7 The bid security (EMD) will be returned to the unsuccessful Bidders <b>on the rejection of the bid, expiry of bid validity or selection of successful bidder (which ever is earlier).</b>	Refer Amendment 1
13	Definitions	4.1	9	As per RFP	'Contract' means the mutually agreed agreement signed between successful Bidder and the Banks at the conclusion of bidding process, wherever required. 'Services' means Implementation of 24/7 monitoring services towards website defacement and antiphishing, anti-malware managed services and other services <del>in the scope of mentioned in the RFP</del>	Invalid / Incomplete Query
14	6 - Detailed scope of Work		10	6.1 Commissioning of services for 24X7X365 proactive Monitoring and Management of Bank's designated websites in World Wide Web for Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank. The Bank should get alerts in the event of above attacks on real time basis.	1. The identification of such threats is not real-time and there is always a delay in identifying once such threat or rogue enter the WWW. Request bank to amend this clause to remove the term, "real time basis". 2. Notification to client would be through emails. There should be a designated monitored email id to which such notifications or alerts can be sent.	Bidder to Comply with RFP Terms
15	Payment Terms	20	20	The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	20.1 Payment shall be released Quarterly in advance at actuals after completion of monitoring services and submission of deliverables (reports and recommendations) and acceptance of the same by the Bank officials for the respective area of service.	Bidder to Comply with RFP Terms
16	Forfeiture of EMD	21.6.1	26	21.6.1.5.2 In case the successful Bidder fails to accept Purchase Order and / or sign the contract as specified in this document for any reason whatsoever; Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh Commercial quotes from remaining Bidders. In such an event, the initially selected Bidder stands disqualified for further participating in the subject Bid. or	21.6.1.5.2 In case the successful Bidder fails to accept Purchase Order and / or sign the contract on <b>mutually agreed terms and conditions</b> ; Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh Commercial quotes from remaining Bidders.	Bidder to Comply with RFP Terms
17	Forfeiture of EMD	21.6.1.	26	21.6.1.5.4 If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information;	21.6.1.5.4 If the bidder <b>knowingly</b> makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or <b>intentionally</b> conceals or suppresses material information <b>which the bidder at the time of conveying knows to be false, incorrect and / or misleading</b> .	Bidder to Comply with RFP Terms

18	Performance Guarantee	21.6.2	27	<p>21.6.2.1 The successful Bidder will have to submit an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 3% of the Total Contract Value/Total Cost of Ownership/Total Order value of the contract awarded to the selected Bidder.</p> <p>21.6.2.3 In the event of non-performance of obligation or failure to meet terms of this RFP, Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only.</p> <p>21.6.2.5 If the performance guarantee is not submitted, Bank reserves the right to cancel the /contract.</p> <p>21.6.2.5.1 The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee.</p>	<p>21.6.2.2The successful Bidder will have to submit an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to <del>2%</del> of the Total Contract Value awarded to the selected Bidder.</p> <p>21.6.2.2 PBG should be valid for the tenure of the contract period. plus a claim period of 1 (one) year or as per the extant guidelines of RBI, indemnifying any loss to the Bank.</p> <p>21.6.2.3 In the event of non-performance of <u>a material</u> obligation, <u>subject to a cure period of 30 days after receiving the notice</u> of failure to meet terms of this RFP, Bank shall be entitled to invoke the performance guarantee. . The guarantee should be of that of a Scheduled Commercial Bank only.</p> <p>21.6.2.5 If the performance guarantee is not submitted <u>after the signing of the contract on mutually agreed terms and conditions</u>, Bank reserves the right to cancel the /contract.</p>	Bidder to Comply with RFP Terms
19	Other terms of the RFP	21.7	28	As per RFP	<p>21.7.1 By submitting a proposal, the Bidder agrees to promptly contract with Bank for <del>any</del>the work as per the RFP awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Bank <b>on mutually agreed terms and conditions</b> within 21 days of acceptance of PO, will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the <del>selection process of Bank</del></p>	Bidder to Comply with RFP Terms
20	Other terms of the RFP	21.7	31	As per RFP	<p>21.7.16 The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this tender nor the Bidder's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Bank.</p>	Invalid / Incomplete Query
21	Other terms of the RFP	21.7	28	As per RFP	<p>21.7.2 The mutually agreed terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.</p>	Invalid / Incomplete Query
22	Other terms of the RFP	21.7	28	As per RFP	<p>21.7.3 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. <b>Subject to a cure period and notice of not less than 30 days</b>, failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance.</p>	Bidder to Comply with RFP Terms

23	General Order Terms	23.12	47	As per the RFP	23.12.1 Normally, the Order will be placed on the successful Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm / Company is undergoing any re-organization /restructuring / merger / demerger and on account of such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard.	Invalid / Incomplete Query
24	Order cancellation/Termination of contract	23.19	50	As per RFP	23.19.1 The Bank reserves the right to cancel the entire/unexecuted part of the purchase order/contract with <b>not less than 30 days notice period</b> and by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:	Bidder to Comply with RFP Terms
25	Order cancellation/Termination of contract	23.19	50	23.19.1.1 Delay in the start of services for a period of 30 days from the date of the acceptance of the Purchase order.	23.19.1.1 <b>undue</b> Delay in the start of services for a period of 30 days from the date of the acceptance of the Purchase order.	Bidder to Comply with RFP Terms
26	Order cancellation/Termination of contract	23.19	50	As per RFP	23.19.1.2 The selected bidder commits a <b>material</b> breach of any of the mutually agreed terms and conditions of the bid	Bidder to Comply with RFP Terms
27	Order cancellation/Termination of contract	23.19	51	23.19.1.5 Non-satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank	23.19.1.5 <b>Material Breach in</b> performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank	Bidder to Comply with RFP Terms
28	Order cancellation/Termination of contract	23.19	51	23.19.1.7 If found blacklisted by any Govt. Department/PSU/Other Banks/CERT-in during the contract period	23.19.1.7 If found blacklisted by any Govt. Department/PSU/Other <b>State Run</b> Banks/CERT-in during the contract period	Bidder to Comply with RFP Terms
29	Order cancellation/Termination of contract	23.19	51	As per RFP	23.19.1.9 After the award of the contract, if the selected bidder <b>commits a material breach</b> - or <b>unduly</b> delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice <b>at its own cost and responsibility</b> by giving one months' notice for the same. <b>Selected bidder will be liable only upto extent of 10% of such undelivered portion of the contract</b>	Bidder to Comply with RFP Terms
30	Responsibilities of the Selected Bidder	23.23	52	23.23.2 The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during the period of contract and the selected Bidder shall provide the same.	23.23.2 The Bank will call for Audited Balance Sheet of the selected Bidder <b>with a prior written notice of 30 days</b> at any point of time during the period of contract and the selected Bidder shall provide the same.	Bidder to Comply with RFP Terms

31	Merger and Amalgamation	23.25	53	<p>23.25.1 The Parties recognize that the Banks may amalgamate or merge with other banks or similar entities in India during the Contract duration. The Bidder undertakes to facilitate the provision of this RFP, in case the Banks undergo any amalgamation, acquisition or merger in the future.</p> <p>23.25.3 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent</p> <p>23.25.4 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP</p> <p>23.25.1.1 If the assignment of the Project to the resultant entity does not result in any addition to the scope of work or in the resources required to provision the Project, under the Transaction Documents, then the Bidder shall continue to discharge its obligations to the resultant entity in the same manner as to the Banks, at no additional cost.</p>	<p>23.25.1 The Parties recognize that the Banks may amalgamate or merge with other banks or similar entities in India during the Contract duration. The Bidder undertakes to facilitate the provision of this RFP, in case the Banks undergo any amalgamation, acquisition or merger in the future <b><u>upon mutually agreed terms and conditions and costs at that point of time.</u></b></p> <p>23.25.3 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except <b><u>on mutually agreed terms and conditions</u></b> with the Bank.</p> <p>23.25.4 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity <b><u>upon mutually agreed terms and conditions and costs at that point of time.</u></b></p> <p>23.25.1.1 If the assignment of the Project to the resultant entity does not result in any addition to the scope of work or in the resources required to provision the Project, under the Transaction Documents, then the Bidder shall continue to discharge its obligations to the resultant entity in the <b><u>upon mutually agreed terms and conditions and such</u></b> additional cost.</p>	Bidder to Comply with RFP Terms
32	Assignment	23.5	45	<p>23.5.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP</p>	<p>23.5.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity- <b><u>upon mutually agreed the terms and conditions and the agreed rates at that point of time.</u></b></p>	Bidder to Comply with RFP Terms
33	Confidentiality and Non-Disclosure	23.8	47	<p>23.8.1 The Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.</p> <p>23.8.3 Bidder to treat all Information as Confidential Information</p> <p>23.8.4 The successful bidder is also required to execute a Non-Disclosure Agreement with the Bank as per the format attached in Appendix 13 – Non-Disclosure Agreement before or at the time of execution of Master contract</p>	<p>23.8.1 The Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. <b><u>Subject to the limitation of liability clause,</u></b> bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information <b><u>excluding breach of data protection obligation.</u></b></p> <p><b><u>Add - 23.8.3 All such information in whatever form or mode of transmission, which is disclosed by a party in connection with the project which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed in writing within 7 days from oral disclosure as confidential information, is "Confidential Information".</u></b></p> <p>23.8.4 The successful bidder is also required to execute a Non-Disclosure Agreement with the Bank as per the format attached in Appendix 13 – Non-Disclosure Agreement before or at the time of execution of Master contract.</p> <p><b><u>Add - Notwithstanding anything to the contrary, to the extent the Bidder shares any confidential information with the Bank, the provisions of this RFP shall apply mutatis mutandis to the Bank. The obligations of confidentiality for both parties shall come to an end 1 year from the date of termination or expiry of the contract to be entered into.</u></b></p>	Bidder to Comply with RFP Terms

34	Appendix 08 – Reverse Auction Compliance statement		82	<p>3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.</p> <p>11. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders</p> <p>16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part</p>	<p>3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including the <b><u>mutually agreed deviations between the parties</u></b>, Rules for Reverse Auction, all annexure, addendum, and corrigendum.</p> <p>11. We, hereby confirm that we will honour the Bids placed by us during the auction process.</p> <p>16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction.</p>	Bidder to Comply with RFP Terms
35	Term of the contract	8	13	<p>8.2 The tenure of the Contract will be for a period of 3(Three) years effective from the date of acceptance of the purchase order. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices.</p> <p>8.3 The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection.</p>	<p>8.2 The tenure of the Contract will be for a period of 3(Three) years effective from the date of acceptance of the purchase order. Bank reserves the right to extend the period of services for one more year or part thereof at the <b><u>-mutually agreed</u></b> terms and conditions and <b><u>revised</u></b> prices.</p> <p>8.3 The performance of the selected bidder shall be reviewed every quarter and the <b><u>parties</u></b> reserves the right to terminate the contract at its sole discretion by giving a <b><u>60 days</u></b> 'notice without assigning any reasons. . Any offer falling short of the contract validity period is liable for rejection. <b><u>In the event of termination Bidder shall be paid for all fees up to the effective date of the termination, including work in progress, plus fees for the applicable notice period, any termination charges agreed by the parties or any unamortized costs for lease, licenses or other materials procured by the Bidder.</u></b></p>	Bidder to Comply with RFP Terms
36	Publicity	23.6.1	46	Any publicity by the Bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.	<b><u>Add - Notwithstanding the above, Bidder may share Contract/engagement/ project details and relevant documentation to its customers/ prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.</u></b>	Bidder to Comply with RFP Terms
37	Order cancellation/Termination of contract	23.19	51	As per RFP	<p>Add : In the event of termination , the Vendor shall be paid for the:</p> <p>a) Goods delivered</p> <p>b) Services rendered</p> <p>c) Work in progress</p> <p>d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts.</p> <p>e) Unrecovered investments shall be paid by purchaser as per termination schedule till the date of termination.</p>	Bidder to Comply with RFP Terms

38	Information Security and Audit	23.28	54	As per RFP Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the service contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank.	Agencies and the Bank and provide such regulatory requirements at <b>mutually agreed</b> <del>no additional</del> cost to bank during the service contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, <b>mutually agreed</b> <del>without any</del> additional cost to the Bank.	Bidder to Comply with RFP Terms
39	ANNEXURE 01 – Minimum Eligibility Criteria	13	57	The bidder should have a Primary and Backup Datacenter for providing 24*7*365 monitoring of Bank websites and Public facing applications for in-scope services.	All in-scope Services are from respective OEM whereby availability of Datacenter are from Bidder - Pls clarify	Refer Amendment 1
40	6. Detailed Scope of Work - Sub section 6.10		11	Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.	All the reports are automated and can be scheduled in the platform either Daily/Weekly/Monthly. Hope this is fine with KaGB	Bidder to Comply with RFP Terms
41	6. Detailed Scope of Work - Sub section 6.11		11	Vendor will be required to submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.	All the reports are automated and can be scheduled in the platform either Daily/Weekly/Monthly. Hope this is fine with KaGB	Bidder to Comply with RFP Terms
42	6. Detailed Scope of Work - Sub section 6.22 - Sub Section 6.22.8		12	6.22.8. The bidder needs to monitor for sensitive data on Dark/Deep web and inform the Bank immediately for sensitive data available in dark web. The bidder also needs to submit bi-weekly/weekly reports on the incidents of data compromise detected on Dark web	All the reports are automated and can be scheduled in the platform either Daily/Weekly/Monthly. Hope this is fine with KaGB	Bidder to Comply with RFP Terms
43	Roles & Responsibilities during Project Implementation	23.1.1	43	All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.	All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance during warranty and AMC etc., shall be provided by the Bidder at <b>the mutually agreed</b> cost to the Bank for completing the scope of work as per this RFP.	Bidder to Comply with RFP Terms
44	NA		NA	NA	Anti Phishing, Brand and Dark web monitoring solutions/platforms operate outside the customer premise and monitor internet/public infrastructure only hence would be deployed in Cloud. Cloud deployment along with SaaS delivery model advised. Hope this is fine with KaGB	Clarification Provided: YES.
45	6. Detailed Scope of Work - Sub section 6.1		10	Commissioning of services for 24X7X365 proactive Monitoring and Management of Bank's designated websites in World Wide Web for Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank. The Bank should get alerts in the event of above attacks on real time basis.	Anti-Trojan and Anti-Malware would be out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
46	ANNEXURE 02 -G Brand Protection and Monitoring: KaGB: Project Office:RFP:01/2020-21		NA	1 24x7 anti-phishing, anti-Trojan, and anti-malware service to scan critical websites and MobileApps identified by Bank for the tenure of the Contract.	Anti-Trojan and Anti-Malware would be out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms



47	ANNEXURE 02 -G Brand Protection and Monitoring: KaGB: Project Office:RFP:01/2020- 21		NA	21 Ability to monitor all kind of incidents given below: 21.3 Trojan	Anti-Trojan and Anti-Malware would be out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
48	6. Detailed Scope of Work - Sub section 6.22 - Sub Section 6.22.5		12	6.22.5. Resolution of Trojan incidents with in 24hrs of detection.	Anti-Trojan would be out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
49	Price	21.4.19 - 21.4.22.	24	No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same	<u>Any</u> out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of costs and later lodge a claim on the Bank for the same.	Bidder to Comply with RFP Terms
50		21.7.3	28	The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount spent by Bank, in actuals, for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.	Any re-procurement costs need to be limited to a maximum of 10% of the order value.	Bidder to Comply with RFP Terms
51	6 - Detailed scope of Work		10	6.2 The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.	As a first preference, team will try and procure POC (of stated breach) from threat actor without any exchange of money. However, in certain cases the threat actor could demand money in order to divulge breach related information. Such a scenario will be first discussed with Customer and post their approval/confirmation, commercial transaction with threat actor will be carry out. The same will be billed separately to Customer (This needs to be factored as a separate costing as we will not be able to assume what would be criticality of the data available on the dark web and usually the payments are made through BitCoin)	Bidder to Comply with RFP Terms
52	APPENDIX 11 – Pro forma for Bank Guarantee		85	Additional clause	As per bankers standard clause, Kindly include the below clause: Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be a assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.	Refer Amendment 1
53		21.4.2	22	The Bank reserves the right to place orders in stages for the items quoted in the Appendix 1 – Bill of Materials by the bidder during the contract period	As client has requested for Services, please clarify if services will be ordered together. If services are ordered in stages, the Cost benefits will reduce.	Clarification provided: Bank will be availing all the services in scope as per the RFP T&Cs.

54	Schedule of Activities, Events and Timeline		6	Earnest Money Deposit (Refundable) - Rs. 2,00,000 (Rupees Two Lakh only)	As per new guidelines / Notification of Govt. of India, vendor need not to submit EMD / Bid Security, kindly confirm the same.	Refer Amendment 1
55	ANNEXURE – 01 Eligibility Criteria Declaration		56	The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years 2017-18 2018-19 2019-20	As per our understanding Bidder must have 3 years of experience for any 3 Years not necessarily bidder need to provide PO/work experience for asked business domain for the years 2017-18 2018-19 2019-20. We can Show our work experience from any of FY since our security services inspection	Bidder to Comply with RFP Terms
56		21.4.25	22	The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.	As services are being provided, it would not be a straightforward comparison of the same. We request this clause to be deleted	Bidder to Comply with RFP Terms
57			55	Point no.7-The bidder should have presence in India and should have support centers in both Bengaluru and Mumbai	As such we don't have any support center in Bengaluru but if required Bidder/OEM can be deploy resources at bank end whenever required	Refer Amendment 1
58	ANNEXURE 01 – Minimum Eligibility Criteria		55	4. The Bidder should have a minimum Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years, i.e. 2017-18 2018-19 2019-20	As you are using critical applications, turnover asked in RFP is very less. Request you to increase the turnover amount as under; 4. The Bidder should have a minimum Turnover of Rs. 100 (Hundred) Crores per annum from IT sales in each of the last three financial years, i.e. 2017-18 2018-19 2019-20	Bidder to Comply with RFP Terms
59	Inspection of Records	23.4	45	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/Services provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Bank at its discretion may <b>by providing a prior written notice of 30 days</b> verify the accounts and records or appoint <b>mutually agreed</b> third party for verification including an auditor for audit of accounts and records including Hardware/ Software/Services provided to the Bank under this RFP <b>excluding the internal cost, revenue records, sensitive financial information, personal data and data of customers</b> and the vendor shall extend all cooperation in this regard. <b>Such audit shall be conducted during normal business hours and not more than once every financial year be performed at the cost of the Bank.</b>	Bidder to Comply with RFP Terms
60	Detailed Scope of Work	6.16	11	Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.	Bank can also increase or decrease the scope of services with the consent of bidder during the period of contract with a notice of 30 days.	Clarification provided: Bank can increase or decrease the scope of services availed as per the RFP-BoM during the period of contract.  If any new services are added to the scope, the same will be on mutually agreed basis.

61	Termination for Convenience	23.2.0	51	As per RFP	Bank Either party shall have the right to terminate the contract, in whole or in part, without assigning any reasons to the selected bidder other party by serving a notice of at least 90 days prior of its intention to terminate the services during the contract period. In the event of termination of the Agreement for the Bank's convenience, bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Bidder to Comply with RFP Terms
62	48		23.13	Negligence	Bank has appropriate remedy to charge penalties and liquidated damages for the losses it suffers due to bidder's failure to meet its contractual obligations. Therefore the levy of cost for replacement services is not acceptable and must be removed from the RFP.	Bidder to Comply with RFP Terms
63	44		23.2	Intellectual Property Rights	Bank has appropriate remedy to charge penalties and liquidated damages for the losses it suffers due to bidder's failure to meet its contractual obligations. Therefore the levy of cost for replacement services is not acceptable and must be removed from the RFP.  Claim from bank's customers is an indirect or consequential damage which is not acceptable to the bidder.  The bidder requests to cap the overall liability to most recent twelve months of the charges collected by the bidder under the affected purchase order.	Bidder to Comply with RFP Terms
64	28		21.7.3	The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount spent by Bank, in actuals, for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred	Bank has appropriate remedy to charge penalties and liquidated damages for the losses it suffers due to bidder's failure to meet its contractual obligations. Therefore the levy of cost for replacement services is not acceptable and must be removed from the RFP.	Bidder to Comply with RFP Terms
65		21.4.3	22	Beyond the quantities mentioned in the RFP Appendix 1 – Bill of Materials, the Bank reserves the right to procure the items, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period to an extent of Plus or Minus 25%.	Bank has requested for a flat rate which we are happy to provide. However, beyond certain volumes incremental charges will be applicable based on volumes consumed. As we are not quoting any unit rates, please advise how this will be calculated	Bidder to Comply with RFP Terms

66		23.13	47	23.13 Negligence 23.13.1 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.	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 to Comply with RFP Terms
67		19	15	19. Service Level Agreement 19.1 Uptime The bidder shall guarantee the availability of Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning, with monthly uptime of 100% during the period of contract which shall be calculated on a quarterly basis.	Bank to kindly confirm that warranty/sla/support conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions only and Bidder being an authorized reseller, will pass on such warranties "As-Is". 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 to Comply with RFP Terms
68	20		20	Payment terms	Bidder request Bank to make Payment terms as quarterly advance instead of quarterly arrears	Bidder to Comply with RFP Terms
69	16		19.2	Penalty for delay in Implementation and Delivery of services	Bidder request to change this clause, Penalty should only be applicable to <u>Installation cost of respective Item which is being delayed not on the TCO</u>	Bidder to Comply with RFP Terms
70	20		20	Payment terms	Bidder requests for a time frame by which customer will confirm on acceptance of <u>services delivered, Post which an invoice can be initiated.</u>	Bidder to Comply with RFP Terms
71		23.5	45	23.5 Assignment 23.5.1 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent. 23.5.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the <del>Vendors under this RFP</del>	Bidder should also be allowed to assign if bidder undergoes a merger/change of ownership.	Bidder to Comply with RFP Terms
72			56	Point no.11-The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013	Bidder/OEM can submit the mention ISO.	Bidder to Comply with RFP Terms
73	ANNEXURE – 01 Eligibility Criteria Declaration	8	56	Blacklisting or debarring of the Bidder by any Government entity, Bank or Financial Institution should not be in vogue as on date of submission of Bid. Bidder must certify to that effect.	Blacklisting or debarring of the Bidder by any Government entity, <u>state run</u> Bank or <u>state run</u> Financial Institution should not be in vogue as on date of submission of Bid. Bidder must certify to that effect.	Bidder to Comply with RFP Terms

74	6. Detailed Scope of work	6.7	10	Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites	Brand protection does include setting up proactive measures for early detection of phishing attacks. However it is purely an keyword search based service without any access to source code of the applications. Hence requesting bank to get this clause removed	Refer Amendment 1
75	15. Audit by Third Party		14	15. Audit by Third Party	Can Bank provide details on type of audit expected on bidder's site since this service is delivered completely remotely and in a SaaS model	Clarification Provided: Any System Audit as prescribed by RBI and any other Regulatory Body. It could also be based on the IT Security Policy / Guidelines defined by the Bank
76		6.16	11	Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.	Can we negotiate 30 Days + transition period of 60 days?	Clarification provided: Bank can increase or decrease the scope of services availed as per the RFP-BoM during the period of contract.  If any new services are added to the scope, the same will be on mutually agreed basis.
77	32		21.7.21	Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations	Claim from bank's customers is an indirect or consequential damage which is not acceptable to the bidder.  The bidder requests to cap the overall liability to most recent twelve months of the charges collected by the bidder under the affected purchase order.	Bidder to Comply with RFP Terms
78	ANNEXURE 02 -G Brand Protection and Monitoring: KaGB: Project Office:RFP:01/2020-21		NA	24 LegalsupportintheformofcommunicationwithCERTin/Cybercrime(withspecialpermissionfromtheBank).Technicalsupportshouldbe provided on a continuous basis	CloudSEK would be able to assist client for coordination with law enforcement agencies like CERT /Cyber Crime Cells on special requests only. Hope this is fine with KaGB	Bidder to Comply with RFP Terms

79	6. Detailed Scope of Work - Sub section 6.9		11	Take up and coordinate the cases with CERTs and / or other legal agencies as per the format provided by the Bank.	CloudSEK would be able to assist client for coordination with law enforcement agencies like CERT /or other legal agencies as per the format provided by the Bank on special requests and as per mutually decided timelines only	Bidder to Comply with RFP Terms
80	6. Detailed Scope of Work - Sub section 6.22 - Sub Section 6.22.1		12	Alert within 30 minutes of attack/compromise.	CloudSEK XVigil platform would report Alert within 30 minutes of attack/compromise from the sources it monitors. Hope this is fine with KaGB	Clarification Provided: YES.
81	Detailed Scope of Work	6.1	10	Commissioning of services for 24X7X365 proactive Monitoring and Management of Bank's designated websites in World Wide Web for Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank.	Commissioning of services for 24X7X365 proactive Monitoring and Management of Bank's designated websites in World Wide Web for Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning and any other <b>services specified in Annexure – 02 Minimum Technical Specification of this RFP.</b>	Bidder to Comply with RFP Terms
82	19 & Service Level Agreement		16	19.4 Penalty for failure to resolve incidences (to be calculated on quarterly average basis) 19.3.2 If the bidder fails to report incident like Phishing, Pharming, Brand abuse, Trojan, Malware, Website defacement 19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under	<b>Conflict:</b> There seems to a conflict between 19.4 which includes Phishing site take down calculated on an average basis, and 19.7 which includes Phishing site take down time based on individual incident cases. – which point takes precedent or will both be enforced? It is possible to achieve 19.4 but then fail 19.7 at the same time?	Clarification Provided: 1. 19.4 is the SLA metrics for Failure to Resolve the Incidents and 19.7 is the SLA Metrics for Delay in Takedown beyond the sepcified timelines. 2. In Case of Failure to Take down , the Higher penalty would be considered. 3. You may Achieve 19.4 but fail 19.7 wherever the takedown happens beyond the stipulated time.
83		6.18	11	Services should not impact the working of any of the bank's website. Any configuration done on the bank's infrastructure for the purpose of monitoring and prevention of malicious threats should not impact or <del>degrade the performance of the websites</del>	Current baselines to be understood and comitted post proposing the change in architecture.	Bidder to Comply with RFP Terms
84		6.20	11	The services or portal should provide a realtime view of all the components of Bank's digital threat protection. An all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. Users can also set up email alerts, create online or printer reports, <del>request takedowns</del>	Data on the dashboard should be retained only for 30 day window. It will be updated as and when there are changes in any of the parameters that are monitored.	Clarification Provided: The Dashboard can be for a period of 30 days. However the application should have the capability to provide details for any given period during the Tenure as required by the Bank

85	19.6 Penalty on Deep Web/ Darknet services		18	<p>19.6.1 The bidder needs to monitor for sensitive data on Dark/deep web and inform the bank immediately for sensitive data available in dark web. If selected bidder fails to detect and inform bank about any incident in Dark web/ Darknet prior to bank detecting/ any other party/ agency informing bank about any of the incidents in Darkweb/ Darknet then penalty will be as under:  Incident based Penalty  For each undetected incident  1.00 % (+ GST) of Total Quarterly Payment  Maximum cap for penalty is 5% of the Total Quarterly Payment  The bidder also needs to submit bi-weekly / weekly reports on the incidents of data compromise detected on Dark Web.  If there are more than 5 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor.</p>	Deep and Dark web is huge and covering the entire Deep and Dark web for incidents would be technically impossible. There will always be some miss. Hence, We advise to put a cap of 10 miss per month/30 per quarter would be allowed, beyond 10 miss per month/30 miss per quarter, KaGB can penalise with a maximum of 1% of Total Quarterly Payment in form of service extension. Hope the above is acceptable to KaGB	Bidder to Comply with RFP Terms
86		6.3	10	The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident	Does the bank have underpinning contract with different ISPs/DNS registrar in India to accomplish the same. We would use the same to accomplish the task. However it should be noted that the SLA will have a dependency on the type of contract that Bank has	Bidder to Comply with RFP Terms
87		6.21	12	Domain, Brand protection & Social Media Impersonation Monitoring: Analysis of social networks such as Facebook, twitter, LinkedIn etc. and domain registrations to find fake social profiles, malicious mentions and similar domains that impersonate our Bank and compromise customer information	Facebook to compromise customer data?	Invalid / Incomplete Query
88	Other terms of the RFP	21.7	28	Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days of acceptance of PO, will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank.	Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days of acceptance of PO <u>on mutually agreed terms</u> , will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank.	Bidder to Comply with RFP Terms
89	Detailed Scope of Work	6.22	12	Following are important terms of SLA but not limited to	Following are important terms of SLA <del>but not limited to</del>	Invalid / Incomplete Query
90	Annexure 2 /2		58	The solution should support Authenticated scanning with different authentication methods including Form, HTTP basic, NTLM and digest	HTTP basic , htaccess based authentication are supported , NTLM ,digest and captcha based page is not supported.	Refer Amendment 1

91	Service Provider Resource Requirement	16	14	If Bank finds that any of the employee(s) of the service provider is not suitable to work on the project or the employee breaches confidence or Non-Disclosure Agreement (including ex-employees worked on this assignment of the Bank), the Bank shall hold the service provider fully responsible for such acts and notify the service provider accordingly. Upon notification, the service provider shall ensure that immediate action is taken against such employee(s) or ex-employee(s) which should also include disabling access through access control systems, disabling system access privileges, return of access identification and media, and banning the entry into any establishment of the bank and liquidity damage. Service provider shall sign Confidentiality cum Non-Disclosure Agreement on behalf of all such employees.	If Bank, <b>after due consultation with the service provider</b> finds that any of the employee(s) of the service provider is not suitable to work on the project <b>the service provider shall after a minimum 2 weeks written notice assign a replacement.</b> or the employee breaches confidence or Non-Disclosure Agreement <b>excluding</b> ex-employees worked on this assignment of the Bank) the Bank shall notify the service provider accordingly. Upon notification ensure that immediate action is taken against such employee(s) Service provider shall sign Confidentiality cum Non-Disclosure Agreement on behalf of all such employees.	Bidder to Comply with RFP Terms
92		6.2	10	The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat	if the expectation is real-time, then the sizing will be of super criticality. We will rely heavily on the SIEM tool and it should have a underpinning performance for us to be able to respond/react immediately. What is the current performance of the SIEM/AV/Firewall/IDS/IPS tools?	Bidder to Comply with RFP Terms
93	Penalty for failure to resolve incidences	19.4.2	17	In case an incident is not closed within a period of <b>7 days</b> from the date of its identification then Bank will reserve the right to get such incident closed from other parties, expenses for which shall be recovered from the vendor.	In case an incident is not closed within a period of <b>7 days</b> from the date of its identification then Bank will reserve the right to get such incident closed from other parties, <b>at its own risk, costs and responsibility. Selected bidder will be liable only upto extent of 10% of such undelivered portion of the contract.</b>	Bidder to Comply with RFP Terms
94	8.3		13	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection	In such event of termination Bank should pay the service fees in respect of the services delivered up to the effective date of termination and the following amounts: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated order(s), (ii) an amount equal to one hundred percent (100%) of the service fees payable for the unexpired remainder of the order period plus (iii) any documented third party expenses not covered by (i) and (ii) above that are incurred by bidder in respect of the terminated order (including any local loop charges).	Bidder to Comply with RFP Terms



95	51		23.2 0	Termination for convenience	In such event of termination Bank should pay the service fees in respect of the services delivered up to the effective date of termination and the following amounts: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated order(s), (ii) an amount equal to one hundred percent (100%) of the service fees payable for the unexpired remainder of the order period plus (iii) any documented third party expenses not covered by (i) and (ii) above that are incurred by bidder in respect of the terminated order (including any local loop charges).	Bidder to Comply with RFP Terms
96	Consequences of Termination	23.22	52		In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by BANK, the Vendor herein shall be obliged <b>at such additional costs</b> to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.	Bidder to Comply with RFP Terms
97		23.2.2	44	In the event the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights during or beyond the period of the contract, Bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.	In the event the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights during the period of the contract, Bidder shall at its choice : [a] procure for Bank the right to continue to use such deliverables <b>at such additional costs</b> ; [b] replace or modify such deliverables to make them non-infringing, provided that the <b>reasonably similar same</b> function is performed by the replacement or modified deliverables as the infringing deliverables. <b>The Bidder's obligations under indemnity would also be fulfilled if any of these steps are successfully implemented. -Notwithstanding anything contained in this RFP, the obligations of indemnity shall be limited to claims or actions initiated by third parties, to the extend the bidder has directly and proximately caused and shall be subject to the Limitation of Liability clause.</b>	Bidder to Comply with RFP Terms
98	20.9.14 Right to alter the number of websites and apps:		21	The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for these additional numbers of websites and apps at the agreed price during the contract period with the same terms and conditions.	Increase in scope would have an impact on the compute, delivery and hence an implication in the overall pricing and would be conveyed to KaGB. Hope this is fine with KaGB	Bidder to Comply with RFP Terms

99	ANNEXURE 02 -G Brand Protection and Monitoring: KaGB: Project Office:RFP:01/2020- 21		NA	2 Any newly launched websites and Mobile Application by the Bank in future to be scanned without any cost incurred to the Bank	Increase in scope would have an impact on the compute, delivery and hence an implication in the overall pricing and would be conveyed to KaGB. Hope this is fine with KaGB	Refer Amendment 1
100	6. Detailed Scope of Work - Sub section 6.16		11	Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.	Increase in scope would have an implication in the overall pricing and would be conveyed to KaGB. Hope this is fine with KaGB	Clarification provided: Bank can increase or decrease the scope of services availed as per the RFP-BoM during the period of contract.  If any new services are added to the scope, the same will be on mutually agreed basis.
101	6. Detailed Scope of Work - Sub section 6.17		11	The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated entity, if any, during the period of contract	Increase in scope would have an implication in the overall pricing and would be conveyed to KaGB. Hope this is fine with KaGB	Clarification Provided: The increase in scope is factored in the BOM, wherein cost for a unit of (10) have been asked for. Hence the bidder could be billing for the actual count based on the pricing provided in the Bill Of Material
102	Corrupt and Fraudulent Practices	23.16.8	50	The selected Bidder shall ensure compliance of CVC as well as GFR guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.	Integrity pact to be shared. NEW CVC INTEGRITY PACT NEED TO BE PROVIDED	Bidder to Comply with RFP Terms
103	19.3 Penalty for each Incident happened and not reported:		16	19.3 Penalty for each Incident happened and not reported: Entire section	Internet is huge and covering the internet both surface and dark web for incidents would be technically impossible. There will always be some miss. Hence, Request KaGB to put a cap at the miss rather than time to report. We advise to put a cap of 10 miss per month/30 per quarter would be allowed, beyond 10 miss per month/30 miss per quarter, KaGB can penalise with a maximum of 1% of Total Quarterly Payment in form of service extension. Hope the above is acceptable to KaGB	Bidder to Comply with RFP Terms
104	6. Detailed Scope of Work/6.20		11	The services or portal should provide a real-time view of all the components of Bank's digital threat protection. An all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. Users can also set up email alerts, create online or printer reports, request takedowns	Is the bank expecting the vendor to provide a universal dashboard to monitor and manage the complete scope of work. Since the complete scope may not be able to be covered by a single product, please confirm if separate dashboards can be used for different components of the Scope.	Clarification Provided: Bidder would need to consolidate the details and provide a Universal Dashboard for the convenience of the Users.
105		6.13	11	Vendor should provide Darknet services and monitor Darkweb for the information and documents related to Banks and share the data related to cards (Debit Cards, Credit Cards, Financial Information etc.) with the Bank on daily basis	it is possible that there will not be dialy exposure of bank cards in bulk. We should restrict it to the exposure happening due to a XFR from bank and not from other sources.	Bidder to Comply with RFP Terms

106	6. Detailed Scope of Work/6.17		11	The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated entity, if any, during the period of contract	It will be difficult to conclude the pricing if the number of websites & mobile apps are not finalized before the bid submission. Requesting bank to lock the current requirement and bidder can provide separate costing for each additional website and mobile app.	Clarification provided: Details would be provided with Successful Bidder
107	19.3	19.3	16	Penalty for each Incident happened and not reported	It's difficult to provide SLA since blocking and shutdown purely depends on the hosting partner such as google, godaddy etc. Requesting bank to get this clause removed	Bidder to Comply with RFP Terms
108	6. Detailed Scope of work	6.2.2.1	12	Alert within 30 minutes of attack/compromise.	It's difficult to provide SLA since blocking and shutdown purely depends on the hosting partner such as google, godaddy etc. Requesting bank to get this clause removed	Bidder to Comply with RFP Terms
109	6. Detailed Scope of work	6.2.2.3	12	Phishing site should be blocked within 4 hours. The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter. The remaining 10% takedowns per quarter should be completed within 72 hours of the incident but the phishing sit should be blocked in all major browsers as per SLA.	It's difficult to provide SLA since blocking and shutdown purely depends on the hosting partner such as google, godaddy etc. Requesting bank to get this clause removed	Bidder to Comply with RFP Terms
110	6. Detailed Scope of work	6.2.2.7	12	The bidder to provide the comprehensive SLA in their proposal.	It's difficult to provide SLA since blocking and shutdown purely depends on the hosting partner such as google, godaddy etc. Requesting bank to get this clause removed	Refer Amendment 1
111		23.23.1	52	The Selected Bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the period of contract.	ITS PRACTICALLY NOT POSSIBLE SINCE WE NEED TO HAVE BANKS INTERNAL NETWORK SCAN REPORT AND WE NEED TO RUN COMPLETE COMPROMISE ASSESSMENT FOR COMPLETE INTERNAL NETWORK BEFORE DEPLOYING OUR SOLUTIONS.	Bidder to Comply with RFP Terms

112				<p>23.19 Order cancellation/Termination of contract</p> <p>23.19.1 The Bank reserves the right to cancel the entire/unexecuted part of the purchase order/contract at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>23.19.1.1 Delay in the start of services for a period of 30 days from the date of the acceptance of the Purchase order.</p> <p>23.19.1.2 The selected bidder commits a breach of any of the terms and conditions of the bid</p> <p>23.19.1.3 The bidder goes into liquidation voluntarily or otherwise</p> <p>23.19.1.4 An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid</p> <p>23.19.1.5 Non-satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank</p> <p>23.19.1.6 If deductions on account of liquidated damages exceeds more than 5% of the total value of audit/monitoring charges</p> <p>23.19.1.7 If found blacklisted by any Govt. Department/PSU/Other Banks/CERT-in during the contract period</p> <p>23.19.1.8 Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services</p> <p>23.19.1.9 After the award of the contract, if the selected bidder does not perform satisfactory 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 for the execution of the balance of the order/contract. Such additional</p>	<p>Kindly confirm that Bank shall only exercise the option to terminate the contract after 30 days of notice to remedy any performance issues. Further such termination shall not affect the rights of the Bidder already accrued.</p>	<p>Bidder to Comply with RFP Terms</p>
113		23.2	51	<p>23.20 Termination for Convenience</p> <p>Bank shall have the right to terminate the contract, in whole or in part, without assigning any reasons to the selected bidder by serving a notice of at least 90 days prior of its intention to terminate the services during the contract period. In the event of termination of the Agreement for the Bank's convenience, bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	<p>Kindly confirm to add the following for clarity purposes: Bank shall also agree to pay, at a minimum for (i) invoices for services availed till date of termination: (ii) costs for performing or supplying deliverables as at the date of the termination notice; and (iv) costs that may be incurred by Supplier, which it is unable to mitigate or recover.</p>	<p>Bidder to Comply with RFP Terms</p>

114	APPENDIX 11 – Pro forma for Bank Guarantee		85	3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a “No Demand Certificate “provided always that the guarantee shall in no event remain in force after the day of .....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.	Kindly include expiry date as highlighted below : 3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a “No Demand Certificate “provided always that the guarantee shall in no event remain in force after the day of ..... ( <b>expiry date</b> ) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.	Refer Amendment 1
115	APPENDIX 11 – Pro forma for Bank Guarantee		85	1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs (Rupees only)	Kindly include written demand insted of demand as below: 1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on <b>written</b> demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs (Rupees only)	Refer Amendment 1
116	Annexure 2 /5		59	Bidder must provide solution for 24X7 monitoring for Malicious Mobile Code (MMC) infection of the websites i.e. 24x7x365 monitoring / scanning of internet facing web applications of the Bank for real time detection of malware injection.	MMC injection detection is not supported, Malware scanning of internet facing web applications can be done as per the frequency. Minimum scan frequency can be of 6hrs.	Bidder to Comply with RFP Terms
117		6.22.6	12	In case of defacement of Bank’s websites and corresponding web pages, the bidder should alert Bank over call within 30 minutes.	monitoring the websites where the bank is hosting their web pages need to be treated as different scope provided they are hosted on different third party providers.	Bidder to Comply with RFP Terms
118	ANNEXURE – 01 Eligibility Criteria Declaration		55	Bidder to provide the details of the services being provided on the Letter head of their Client OR Provide the PO/Reference Letter in their name issued by the client for availing the services.	Most of the Government Department/PSU/ Public Sector Bank/Private Sector Bank do not publicaly divulge the nature of the services either on Letter head or share there PO/reference letter  We would request this to be relaxed to include a Self declaration from OEM/Bidder	Bidder to Comply with RFP Terms
119		6.14	11	Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.	Need clarity	Invalid / Incomplete Query
120		6.19	11	Service provider should comply with any time-to-time advisories/ changes from regulatory agencies. It should make any necessary changes in the services accordingly and provide updated services to the bank without any additional cost	Need clarity	Invalid / Incomplete Query

121		6.22.3	12	The Phishing site should be blocked within 4 hours. The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter. The remaining 10% takedowns per quarter should be completed within 72 hours of the incident but the phishing site should be blocked in all major browsers as per SLA	Need further discussion. We will not have control over browsers at large.	Bidder to Comply with RFP Terms
122	ANNEXURE 01 – Minimum Eligibility Criteria	No.4	56	Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years,	NEED TO CHANGE TO 3-3.5 CRORES SINCE WE ARE MSME WITH NSIC AND WOMEN DIRECTOR	Bidder to Comply with RFP Terms
123		6.5	10	Proactive monitoring of Major Mobile App stores and blocking/shutting down of malicious App/Trojan used for Bank.	Needs further discussion. How any other applications can access the bank's infrastructure - what kind of device/user/customer authentication is provided? What if the customer does modification to the application code after all the installation is done?	Bidder to Comply with RFP Terms
124		19.1	16	Planned down time due to bank's requirement/direction should not be calculated.	NEEDS TO BE DISCUSSEDED	Invalid / Incomplete Query
125		6.22.4	12	The phishing site, mobile app should not appear again within 12 months of taking down. In case site or mobile app reappears, the same has to be taken down at no extra cost to the Bank	Not acceptable since new variant may be released within no time	Bidder to Comply with RFP Terms
126				General	OEM provides a Site Take Down SLA, for Incidents category 3 and above Substantial to Critical Threat, as follows;  a) Phishing site – a median time of less than 3 1/2 hours if 25 or more sites over the calendar month occur. b) Phishing site – a median time of less than 4 hours if less than 25 sites occur over the calendar month. c) Malware site – a median time of less than 24 hours. d) Social Media site – a median time of less than 24 hours. e) Mobile App – a median time of less than 24 hours. f) Brand Abuse – a median time of less than 24 hours. g) Executive sites – a median time of less than 24 hours. 5.3 Where the Incident Threat level has been described as 1. Low or 2. Moderate, iZOOlogic will use best endeavour to resolve the incident in the shortest possible time.	Bidder to Comply with RFP Terms

127				General	<p>OEM will provide additional SLAs for the following;</p> <p>a) Detection Time to Incident Creation (Turn Around Time) &lt; 15 minutes in &gt; 95% of cases.</p> <p>b) Incident Creation to Notification &lt; 5 minutes.</p> <p>c) Portal Availability &gt; 99.99% uptime. 5.5 Threat Categorisation and Incident Types maybe arbitrary so OEM will work with the Subscriber to determine an appropriate Threat Categorisation or Incident Type if/when required.</p> <p>* Median times are calculated over a whole calendar month.</p> <p>* More than ten (10) incidents for any Incident Type over the calendar month must be occur in order to calculate a statistically meaningful median time.</p> <p>* Site Take Downs occurring within the first calendar month, or part there, of the subscription period will not be counted in the above SLA calculations.</p> <p>* A fail in any Site Take Down SLA will entitle the Subscriber to a 1.0% monthly rebate, or similar discount in subsequent renewals of the paid Subscription fee. It is up to the discretion and direction of the Subscriber to enforce the SLA penalty.</p> <p>* All Subscriber Site Take Downs must be performed by iZOOlogic in order to calculate a valid statistical metric and enforce the above clauses.</p>	Bidder to Comply with RFP Terms
128		6.17	11	<p>The detailed list of Bank 's websites &amp; mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated</p>	OK	Invalid / Incomplete Query
129		6.6	10	<p>Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised data etc. from the attacks and sharing the same with the Bank</p>	OK	Invalid / Incomplete Query
130		6.8	11	<p>Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, phone calls etc. Details of compromised accounts should be shared immediately with the Bank. Conference call facility with the vendor team should available to bank in case requirement</p>	OK - May need further investment	Bidder to Comply with RFP Terms

131	ANNEXURE 02 - A General Features - KaGB: Project Office:RFP:01/2020- 21		NA	16 -Vendor should assist the Bank in forensic investigation for inscope domains and mobile apps. Vendor should note that forensic analysis or investigation will not be entrusted on them, however the Vendor should provide support and details for assisting the Bank in analysis and investigation.	Once an incident is identified, CloudSEK XVigil's detailed incident screen list all the possible forensic information such as the IP addresses associated with the phishing domain, DNS records and WHOIS data of the domain. It will also have an option to download the incident report and an option to view the screenshots along with the timestamps of the screenshots. Any custom forensic request would be out of scope. Hope this is fine with KaGB.	Bidder to Comply with RFP Terms
132		6.10	11	Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.	One monthly report and limited to 5 adhoc reports	Bidder to Comply with RFP Terms
133		6.15	11	The vendor needs to perform Darkweb/ Darknet forum monitoring for bank registered brand. The vendor should monitor underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cyber-criminals congregate to sell/ buy services and tools and exchange knowledge for bank's brand.	Only registered brand? Need to discuss this. This might be worded like this but they may interpret it to mean everything related to bank.	Bidder to Comply with RFP Terms
134			56	Point no.12- The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and the services must be currently running.	Our Partner, Velox Solutions-Indian OEM company has installed the referred product in Kotak Bank of Mahindra but solution is offered for ATM security, we request bank that solution offered should be runnable on any critical asset can work or OEM can showcase a reference for any banking sector and Corporate sector where the solution is up and running.	Bidder to Comply with RFP Terms
135	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020- 21		NA	2 - The solution should support Authenticated scanning with different authentication methods including Form, HTTP basic, NTLM and digest	Out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
136	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020- 21		NA	3 - The solution should have Malware scanning feature	Out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
137	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020- 21		NA	5 - Bidder must provide solution for 24x7 monitoring for Malicious Mobile Code (MMC) infection of the websites. i.e. 24x7x365 monitoring/scanning of internet facing web applications of the Bank for real time detection of malware injection.	Out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms



138	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020- 21		NA	7 - Thebidderhasalsotosuggestsuitablecountermeasurestosafeguardag ainstsuchthreats(MMC)and advise/assisttoeradicateitonutmost priority.	Out of scope from CloudSEK XVigil capability perspective.	Bidder to Comply with RFP Terms
139		19.15	19	Penalties/LDs is not applicable for the reasons attributable to the Bank and Force majeure. However, it is the responsibility / onus of the Bidder to prove that the delay is attributed to Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Banks' official that the delay is attributed to the Bank and Force Majeure at the time of requesting installation and commissioning payment	Penalties/LDs is not applicable for the reasons attributable to the Bank and Force majeure.	Bidder to Comply with RFP Terms
140	19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under		18-19	Phishing sites in web on all major browsers such as Internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera, etc.	Phishing site blocking and takedowns are different. CloudSEK offers takedowns for phishing sites which is a preferred by Major banks and BFSI clients. Hope this is fine with KaGB	Bidder to Comply with RFP Terms
141	6. Detailed Scope of Work - Sub section 6.22 - Sub Section 6.22.3		12	The Phishing site should be blocked within 4 hours. The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter. The remaining 10% takedowns per quarter should be completed within 72 hours of the incident but the phishing site should be blocked in all major browsers as per SLA.	Phishing site blocking and takedowns are different. CloudSEK offers takedowns for phishing sites which is a preferred by Major banks and BFSI clients.  As per the penalty, below would be advised. Maximum 15 takedown violations are accepted in a quarter. For every single violation after that, penalty will be charged 10% of per takedown price, Penalty Payment up to maximum 10% of overall takedown price per quarter in form of service extension.  Hope this is fine with KaGB	Bidder to Comply with RFP Terms
142		6.2	10	The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.	Phishing site can't belong to legitimate company	Invalid / Incomplete Query

143	Annexure 2 /10		59	Website domain tracking analysis to detect phishing sites.	Phishing detection includes finding similar looking domains only, client has to verify from their side whether they are phishing sites or their own.	Bidder to Comply with RFP Terms
144	6. Detailed Scope of Work - Sub section 6.7		10	Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.	Platform would provide threat metadata. However, Request to remove "like login through many dummy users to identify the source and try to shutdown)", as this is intrusive and offensive in nature. Takedowns would still be applicable for phishing sites	Refer Amendment 1
145		15	14	15. Audit by Third Party The Bank, Reserve Bank of India, Bank's auditors, government and regulatory bodies reserves the right to conduct an audit of its own or may appoint third party for auditing the activities of onsite services and operations of entire services provided by the bidder to the Bank. Bank will inform to the Service Provider well in advance wherever possible. If there is any observation found during the audit, bidder is required to sanitize the observation at no additional cost and within the time window as stipulated by the Bank.	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 to Comply with RFP Terms
146		23.4	45	23.4 Inspection of Records 23.4.1 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/Services provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Please confirm that any inspection of records 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 verification 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 to Comply with RFP Terms
147		21.7.18	31	The Selected Bidder shall install and commission the equipment/services, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder	Please note, there will be an additional charge if remote locations are added.	Refer Amendment 1
148	19		16	Brand abuse and threat	Please provide definitions of brand abuse and threat	Bidder to Comply with RFP Terms
149	17 Technical considerations for the RFP		15	Both Banks together are having approximately 14 websites and Mobile applications used in various applications developed/procured by the Bank. They are hosted on domains such as karnatakagraminbank.com, keralagbank.com, canarabankrrb.com, canbankrrb.com etc	Please share all the top level domains name e.g. karnatakagraminbank.com, keralagbank.com, canarabankrrb.com, canbankrrb.com and remaining, that would need to be monitored on a continuous basis for KaGB. This would be critical for estimation purpose.	Clarification provided: Details would be provided with Successful Bidder
150	17		15	Technical considerations for the RFP	Please share list of Websites and Mobile Applications	Clarification provided: Details would be provided with Successful Bidder
151		6.22.2	12	Initial response to the incident within 30 minutes with action plan on taking down and other alternative response mechanisms. Initial response includes formulating the initial response plan and discussion with Bank stakeholders for future course of action	POA - needs agreement from all the stakeholders of bank for us to meet the SLA.	Bidder to Comply with RFP Terms

152		6.22.8	12	The bidder needs to monitor for sensitive data on Dark/Deep web and inform the Bank immediately for sensitive data available in dark web. The bidder also needs to submit biweekly/ weekly reports on the incidents of <del>data compromise detected on Darkweb</del>	Reporting will be in line with section 6.10	Bidder to Comply with RFP Terms
153	20 - Payment Terms		20	20.1 Payment shall be released Quarterly in arrears at actuals after completion of monitoring services and submission of deliverables (reports and recommendations) and acceptance of the same by the Bank officials for the respective area of service.	Request bank to amend this clause to reflect as follows " Payment shall be released Quarterly in arrears at actuals after completion of monitoring services and submission of deliverables (reports and recommendations) in the formats as agreed between the bidder and Bank during project kickoff and acceptance of the same by the Bank officials for the respective area of service."	Bidder to Comply with RFP Terms
154	Indemnity	23.3.3	45	All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.	Request bank to please remove this clause	Bidder to Comply with RFP Terms
155	Disclaimer	3	8	This RFP does not claim to contain all the information each Bidder require.  The Banks make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.	Request bank to remove this clause, Bank need to include all forms of liability on it.	Bidder to Comply with RFP Terms
156	Penalty on Deep Web/ Darknet services	19.6	18	if there are more than 5 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor.	request bank to remove this clause.	Bidder to Comply with RFP Terms
157	Other Terms of RFP		32	21.7.21 Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations	request bank to restrict any penalty to the amount paid to bidder for its services	Bidder to Comply with RFP Terms
158	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020-21		NA	1 - The solution should support industry standard reporting including OWASP top 10 categorizing	Request below amendment: The solution should support industry standard reporting including some of the OWASP top 10 categorizing, CVSS etc.	Bidder to Comply with RFP Terms
159	ANNEXURE 02 - B Anti Malware and Anti Website Defacement KaGB: Project Office:RFP:01/2020-21		NA	11- Blocking of the phishing sites in web browsers. The bidder needs to have tie-ups with Browser providers such as Google, Mozilla, Microsoft and agencies like Cert-In for blocking the phishing sites.	Request below amendments as naming providers very specifically would be challenging for compliance, as OEM/Services providers would have relationship with many service providers and but not limited to the mentioned: The blocking network from the service provider should include world's leading browser developers hosting providers/third party play stores/Social Media platforms, and others and should support multilingual analysis and operational capabilities.	Bidder to Comply with RFP Terms

160	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020- 21		NA	4 Implementation of watermark and other means/techniques for each website.	Request below amendments for clarity in scope and further delivery: " For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers/ Signature Approach/ Logo Matching etc. without compromising the detection of phishing sites"	Bidder to Comply with RFP Terms
161	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020- 21		NA	5 Performing the services for detecting anti - phishing mechanisms such as referrer logs, watermarks etc.	Request below amendments for clarity in scope and further delivery: " For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers/ Signature Approach/ Logo Matching etc. without compromising the detection of phishing sites"	Bidder to Comply with RFP Terms
162	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020- 21		NA	6 Track hosting of phishing sites through implementation of watermark and other Means.	Request below amendments for clarity in scope and further delivery: " For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers/ Signature Approach/ Logo Matching etc. without compromising the detection of phishing sites"	Bidder to Comply with RFP Terms
163	6. Detailed Scope of Work - Sub section 6.2		10	The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.	Request below amendments for clarity in scope and further delivery: "The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers/ Signature Approach/ Logo Matching etc. without compromising the detection of phishing sites"	Bidder to Comply with RFP Terms
164	19.8 Penalty for failure to maintain response time for scanning of Banks website for defacement (to be calculated on incident basis)		19	19.8 Penalty for failure to maintain response time for scanning of Banks website for defacement (to be calculated on incident basis) A genuine act of defacement on Bank's websites should be detected within 30 minutes of the incident. Penalty at the rate of 2% of Total Quarterly payment will be charged for delay in detection of defacement for more than 30 minutes but less than 1 hour. In case of response time more than 1 hour the penalty at the rate of 5% of Total Quarterly payment will be charged. If the response time is more than 24 hours, penalty at the rate of 10% of Total Quarterly payment will be charged.	Request below amendments:  A genuine act of defacement on Bank's websites should be detected within 30 minutes of the incident. Penalty at the rate of 0.5% of Total Quarterly payment will be charged for delay in detection of defacement for more than 30 minutes but less than 1 hour. In case of response time more than 1 hour the penalty at the rate of 1% of Total Quarterly payment will be charged. If the response time is more than 24 hours, penalty at the rate of 2% of Total Quarterly payment will be charged in form of service extension.	Bidder to Comply with RFP Terms

165	19.4 Penalty for failure to resolve incidences (to be calculated on quarterly average basis)		16	19.4.2 If resolution time exceeds beyond 8 hours (480 minutes), penalty equivalent to 10% plus GST of Total Quarterly Payment will be charged. In case an incident is not closed within a period of 7 days from the date of its identification then Bank will reserve the right to get such incident closed from other parties, expenses for which shall be recovered from the vendor.	Request below amendments:  SLA Measurement & Failure Indicator: Takedown of Phishing sites %age of phishing sites taken down from the time of detection –  Takedown within 48-72 hours or Update follow up status every 24 hours  Penalty:  Maximum 15 takedown violations are accepted in a quarter. For every single violation after that, penalty will be charged 10% of per takedown price, Penalty Payment up to maximum 10% of overall takedown price per quarter in form of service extension.  The OEM would not bear any expenses, In case an incident is not closed within a period of 7 days. As takedowns are factor of many variables.	Bidder to Comply with RFP Terms
166	ANNEXURE 02 KaGB: Project Office:RFP:01/2020-21		NA	2- 24*7*365 real time monitoring and support for all the services covered for:	Request below amendments: 24*7*365 near - real time monitoring and support for all the services covered for:	Bidder to Comply with RFP Terms
167	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020-21		NA	2 24x7x365 real monitoring for phishing attacks.	Request below amendments: 24x7x365 near real monitoring for phishing attacks.	Bidder to Comply with RFP Terms
168	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020-21		NA	3 Implementation of real time detection mechanisms and alerts.	Request below amendments: Implementation of real time detection mechanisms and alerts.	Invalid / Incomplete Query
169	19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under		18	The maximum penalty levied shall not be more than 10% plus applicable taxes of the Total Quarterly Payment.	Request below amendments: Maximum 15 takedown violations are accepted in a quarter. For every single violation after that, penalty will be charged 10% of per takedown price, Penalty Payment up to maximum 10% of overall takedown price per quarter in form of service extension.  Hope this is fine with KaGB	Bidder to Comply with RFP Terms

170	19.4 Penalty for failure to resolve incidences (to be calculated on quarterly average basis)		16-17	19.4.5.The maximum penalty levied under this clause shall not be more than 20% plus applicable taxes of the Total Quarterly Payment.	Request below amendments: Maximum 15 takedown violations are accepted in a quarter. For every single violation after that, penalty will be charged 10% of per takedown price, Penalty Payment up to maximum 10% of overall takedown price per quarter in form of service extension.  <del>Hope this is fine with KaGB</del>	Bidder to Comply with RFP Terms
171	ANNEXURE 01 – Minimum Eligibility Criteria	10	56	The bidder must have minimum five (5) IT Security professionals, on payroll, having degree equivalent to Bachelor of Engineering (B.E.)/Bachelor of Technology (B. Tech)/Master’s in computer application (MCA) along with certifications like CISA/ CISSP/ CISM/CEH/CCNP.	Request for Amendment - The bidder must have minimum five (5) IT Security professionals, on payroll, having minimum educational qualification such as Diploma in Engineering / Degree equivalent to Bachelor of Engineering (B.E.)/Bachelor of Technology (B. Tech)/Master’s in computer application (MCA) along with any one of the certifications like CISA/ CISSP/ CISM/CEH/CCNP.	Bidder to Comply with RFP Terms
172	ANNEXURE 01 – Minimum Eligibility Criteria	12	57	The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and the services must be currently running.	Request for amendment: The services /Solutions proposed by the Bidder by his OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and the services must be currently running.	Bidder to Comply with RFP Terms
173		19.14	19	Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default	<b>Request to add -The overall maximum penalty including liquidated damages, if any that can be imposed on the bidder under this contract shall not exceed 10% of the Annualized Contract Value and penalty for a given month should not be more than 5% of monthly invoice value.</b>	Bidder to Comply with RFP Terms
174	20. Payment Terms		20	Payments In Quarterly in Arrears	Request to bank to provide payment in Yearly advance as we need to Pay in advance to the OEM	Bidder to Comply with RFP Terms
175	19. Service level Agreement		16	19.2 Penalty for delay in Implementation and Delivery of services Penalties for delay in implementation and delivery of services as specified in clause 18 would be as under, subject to a cap of 5% plus GST on the Total Project Cost:	request to calculate the penalty as 0.5% of Annual recurring charges per week of delay or part thereof	Bidder to Comply with RFP Terms
176		6.17	11	The detailed list of Bank ‘s websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated entity, if any, during the period of contract	Request to CAP the number of URLs'	Bidder to Comply with RFP Terms

177	ANNEXURE – 01 Eligibility Criteria Declaration		56	The Bidder should have a minimum Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years, i.e. 2017-18 2018-19 2019-20 Audited Financial statements for the financial years (2017-18,2018-19,2019-20) And CA Certificate indicating the IT sales Turnover for the previous	Request to delete the below clause from CA as we are into the Data center business and we will submit our Audited Balance sheets which states our IT business . CA Certificate indicating the IT sales Turnover for the previous financial years mentioned above.	Refer Amendment 1
178	ANNEXURE – 01 Eligibility Criteria Declaration		55	The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years 2017-18 2018-19 2019-20	Request to Modify the clause as below: The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank/any enterprise customers in India i.e. for the years 2013-14 2014-15 2015-16 2016-17 2017-18 2018-19	Bidder to Comply with RFP Terms
179	21.7.16 Other terms of the RFP		31	The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this tender nor the Bidder's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, sub and the Bidder shall not have the right, power or authority (whether D22expressed or implied) to enter into or assume any duty or obligation on behalf of Bank.	Request to modify the clause as below: Bidders may have to take help from the third party vendors wherever it is required during execution of project. Hence we request to keep this open for so than we can execute the project with the help of the OEM. Request to allow subcontracting for this Project.	Bidder to Comply with RFP Terms
180	8. Terms of Contract		13	8.3 The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection	Request to remove termination for convenience clause. In case of any lack of performance, there should be a remediation period of 1 quarter to rectify any non performance	Bidder to Comply with RFP Terms
181	Appendix 02 – Bid Undertaking/Coveri ng Letter	8	75	8. We undertake that we have not have been blacklisted by any Government department/PSU/PSE/Bank/Financial Institution in India	Request to remove this clause	Bidder to Comply with RFP Terms
182	Other Terms of Payment	20.9.10	21	The Bank shall have the right to withhold the payment due to non-submission of Credit note. Such withholding of payment shall not amount to a default on the part of the Bank.	Request to remove this clause	Bidder to Comply with RFP Terms

183	Price	21.4.25	25	The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.	Request to remove this clause	Bidder to Comply with RFP Terms
184	Price	21.4.6	22	Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.	Request to remove this clause	Bidder to Comply with RFP Terms
185	APPENDIX 11 – Pro forma for Bank Guarantee		85	4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.	Request you kindly remove the clause	Refer Amendment 1
186	6. Detailed Scope of Work/6.22.5		12	Resolution of Trojan incidents with in 24hrs of detection.	Requesting bank to clarify the resolution expected. If it is identification of the trojan or the resolution includes removal of the trojan from the website. Requesting to remove the SLA as there are dependancies if the removal of trojan to be considered.	Clarification Provided: As part of resolution of Trojan, the bidder need to initiate an action plan with Bank and coordinate for closure of event.
187	ANNEXURE 01 – Minimum Eligibility Criteria	13	57	The bidder should have a Primary and Backup Datacenter for providing 24*7*365 monitoring of Bank websites and Public facing applications for in-scope services	Requesting for clarification-Solution is talking about Surface area monitoring, negative news monitoring & darkweb. Hope these cannot be kept in India. Darkweb monitoring data is bought using different means, keeping data itself is a risk. Keeping inside Indian cyber space not recommended.	Refer Amendment 1
188	ANNEXURE 01 – Minimum Eligibility Criteria	4	56	The Bidder should have a minimum Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years	Requesting to consider the minimum Turnover per annum as Rs.3 to 4 Crores	Bidder to Comply with RFP Terms
189	19.5 Penalty for failure to resolve Trojan Malware incidents (To be calculated on incident basis)		18	If the resolution time is more than One week, penalty at the rate of 20% of Total Quarterly Payment will be charged.	Requesting you to modify the clause as " If the resolution time is more than One week, penalty at the rate of 5% of Total Quarterly Payment will be charged."	Bidder to Comply with RFP Terms
190	19.4.5 Penalty for failure to resolve incidences (to be calculated on quarterly average basis)		17	The maximum penalty levied under this clause shall not be more than 20% plus applicable taxes of the Total Quarterly Payment.	Requesting you to modify the clause as "The maximum penalty levied under this clause shall not be more than 10% plus applicable taxes of the Total Quarterly Payment."	Bidder to Comply with RFP Terms
191	NA		NA	Clarifications	Requesting you to please clarify whether bidder needs to Host all the mentioned services or can take it from other OEM and provide bank as services hosted by other partner.	Clarification Provided: YES



192	21.6.2 Performance Guarantee		27	The successful Bidder will have to submit an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 3% of the Total Contract Value/Total Cost of Ownership/Total Order value of the contract awarded to the selected Bidder.	Requesting you to provide the performance bank guarantee Format	Clarification provided: Details would be provided with Successful Bidder
193	APPENDIX 11 – Pro forma for Bank Guarantee		85	9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.	Request you to kindly make necessary changes as added and deleted as highlighted below: 9. Any notice by way of <b>written</b> demand or otherwise hereunder may be sent by special courier, <del>telex, fax</del> or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been <del>received our counters</del>	Refer Amendment 1
194	APPENDIX 11 – Pro forma for Bank Guarantee		85	14. Notwithstanding anything contained herein above; i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ; ii) this Bank Guarantee shall be valid upto and including the date ..... ; and iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.	Request you to modify the below clause: 14. Notwithstanding anything contained herein above; <del>iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.</del> iii)The beneficiary's right as well the bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before ..... (being the date of expiry of claim period)	Refer Amendment 1
195		6.2.2.5	12	Resolution of Trojan incidents with in 24hrs of detection	Resolution of Trojan is in Bank hands, we can only detect. If phish site is in China/any other country which wont comply with dmca notices it cannot be brought down. We will make effort that Customers of Bank are protected using <del>other methods necessary.</del>	Clarification Provided: This can be taken on Case to Case Basis in consultation with Bank team.
196		6.22.5	12	Resolution of Trojan incidents with in 24hrs of detection.	Resolution will be followed-up with resolver groups and <del>they should respond within the SLA.</del>	Bidder to Comply with RFP Terms
197	Detailed Scope of Work	6.14	11	Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any <del>additional cost to the bank.</del>	Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data <u>on such</u> additional costs to the bank <u>as mutually agreed between the parties.</u>	Refer Amendment 1
198	Detailed Scope of Work	6.19	11	Service provider should comply with any time-to-time advisories/ changes from regulatory agencies. It should make any necessary changes in the services accordingly and provide updated services to the bank without any additional cost.	Service provider should comply with any time-to-time advisories/ changes from regulatory agencies <u>upon payment of mutually agreed additional fees by the Bank.</u> It should make any necessary changes in the services accordingly and provide updated services to the bank <u>at such</u> additional cost.	Bidder to Comply with RFP Terms
199	ANNEXURE 01 – Minimum Eligibility Criteria	3	56	The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years	Should be in same scope of RFP or any other business related to Information Security like VA&PT, UTM ,EDR and etc....	Clarification Provided: The requisite experience should be in the same Scope of work as per the RFP.
200		6.11	11	Vendor will be required to submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.	Should be included in 6.10 only	Bidder to Comply with RFP Terms
201	Annexure 1		56	The Bidder should have a minimum Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years, i.e.2017-18, 2018-19, 2019-20	Since TASL is into IT Security Services, hence request you to please modify the clause as IT/ IT security services and products Sales	Bidder to Comply with RFP Terms

202		23.2	44	<p>23.2 Intellectual Property Rights</p> <p>23.2.1 Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any thirdparty intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The Bidder must ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Bidder.</p> <p>23.2.2 In the event the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights during or beyond the period of the contract, Bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.</p>	<p>Since we are reseller of products/licenses, hence all third party products/licenses supplied, will be governed by the OEM/Software Licensor terms, and the same shall prevail. 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 the Bidder. Further the below limitation of liability clause needs to be included: The cumulative liability of the bidder under the scope of this RFP applicable to the maximum extent allowed in indian laws irrespective of claims under contract, torts or other legal theory is limited to 50% of the charges paid or payable for such Goods and Services under the relevant PO/SOW during the applicable contract year.</p> <p>Neither party shall be liable for indirect, special and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.</p>	Bidder to Comply with RFP Terms
203		21.7.18	31	<p>The Selected Bidder shall install and commission the equipment/services, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be <del>intimated to the Bidder</del></p>	<p>SINCE WE RUN ALL THE BOM AS MANAGED SERVICE FROM OUR DC</p>	Refer Amendment 1
204	6. Detailed Scope of Work - Sub section 6.8		11	<p>Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, phone calls etc. Details of compromised accounts should be shared immediately with the Bank. Conference call facility with the vendor team should available to bank in case requirement arises.</p>	<p>SMS alert would be out of scope. However, Slack and WhatsApp group could be leveraged for urgent communication. Hope this is fine with KaGB</p>	Bidder to Comply with RFP Terms
205		19.9	19	<p>Also, bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor.</p>	<p>Subject to a cure period of not less than 30 days, bank will reserve the right to get such incidents closed from other parties <b>at its own risk, costs and responsibility.</b> <b><u>Selected bidder will be liable only upto extent of 10% of such undelivered portion of the contract.</u></b></p>	Bidder to Comply with RFP Terms

206	Indemnity	23.3.2	45	Further, 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 Servers & System Software supplied by them.	<u>Subject to clause 23.2.1 and 23.2.2,</u> the Bidder shall indemnify, the Bank against all <b>third party</b> claims , losses, costs, damages, expenses, action suits and other proceedings, <b>solely arising out of third party actions or claims, only to the extent directly and proximately caused by the bidder,</b> resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software supplied by them. <b>Bank shall indemnify, and defend the Bidder from and against all losses, damages, costs, liabilities and expenses (including reasonable legal expenses and other professional costs and expenses) arising out of any claims made by a third party for the infringement of any Intellectual Property Rights caused by use of any software, hardware, equipment, materials, data, instructions, etc, provided to Bidder, or caused by any open source software, the use of which was either authorized or approved by Bank, whether or not such losses, damages, costs, liabilities or expenses were foreseeable at the date of this bid.</b>	Bidder to Comply with RFP Terms
207	Indemnity	23.3.1	45	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: 23.3.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder; 23.3.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;	<u>Subject to the limitation of liability clause,</u> the Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all <b>third party</b> 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 <b>solely</b> out of 23.3.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder	Bidder to Comply with RFP Terms
208	Introduction	4.2	9	The vendors are jointly and severally responsible and liable to KaGB and KGB respectively.	<u>Subject to the mutually agreed terms and conditions mentioned in the RFP,</u> the vendors are jointly and severally responsible and liable to KaGB and KGB respectively.	Bidder to Comply with RFP Terms

209	Other terms of the RFP	21.7.20	31	<p>21.7.20 Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required to at the Bidder's expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages.</p>	<p><b><u>Subject to the mutually agreed terms and conditons</u></b>, Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required to remedy the breaches, defend, manage, negotiate or settle such claims. The <b><u>decision of a competent court</u></b> as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay <del>on</del> the actual amount of such loss / damages caused to Bank. In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. <b><u>Subject to the terms and conditions of the agreement</u></b>, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. <b><u>Subject to the limitation of liability clause</u></b>, Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages.</p>	Bidder to Comply with RFP Terms
210		19.11	19	<p>If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing <del>Penalty as mentioned above</del></p>	<p>Subject to the provisions of this RFP, if the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder.</p>	Bidder to Comply with RFP Terms
211	Negligence	23.13	48	As per RFP	<p><b><u>Subject to the terms and conditions agreed in this RFP</u></b>, in connection with the work , if the selected Bidder <b><u>grossly</u></b> neglects to execute the work with <b><u>reasonable</u></b> due diligence, the Bank may after giving notice <b><u>of minimum 30 days</u></b> in writing to the selected Bidder calling upon him to make good the failure or gross neglect , within such <b><u>cure period</u></b> as may be deemed <b><u>commercially</u></b> reasonable and in default of the said notice <b><u>and cure period</u></b>, the Bank shall have the hold the selected Bidder liable for the damages.</p>	Bidder to Comply with RFP Terms
212	Other Terms of Payment	20.9.5	21	<p>Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. Bank will pay the Service tax and levies ruling at the time of period of services rendered and the resultant billing.</p>	<p><b><u>Subject to the terms and conditions mutually agreed in the RFP</u></b>, charges shall be fixed for the entire contract period. <b><u>The price would be exclusive of all applicable taxes and inclusive of all taxes, duties, levies, charges, insurance, etc. 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 Customer. Bank will pay the Service tax and levies ruling at the time of period of services rendered and the resultant billing</u></b></p>	Bidder to Comply with RFP Terms

213	6. Detailed Scope of Work		11	6.17. The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated entity, if any, during the period of contract	The addition of other domains from amalgated entities will have additional commercial implications since these will be additional domains and mobile applications. We would request Bank to include in commercial format the charges for adding other brands outside of the original scope of work	Bidder to Comply with RFP Terms
214	Forefeiture of EMD	21.6.1.	26	The amount of Earnest Money Deposit would be forfeited in the following scenarios: 21.6.1.5.1 If the bidder withdraws or amends the bid without prior concurrence of the Bank, during the period of bid validity specified in this document for any reason whatsoever;	The amount of Earnest Money Deposit would be forfeited in the following scenarios - 21.6.1.5.1 If the bidder withdraws or amends the bid without prior concurrence of the Bank, during the period of bid validity <b>(30 days from the opening of the bid)</b>	Refer Amendment 1
215	ANNEXURE 01 – Minimum Eligibility Criteria	7	56	The bidder should have presence in India and should have support centres in both Bengaluru and Mumbai	The bidder should have presence in India and the bidder or OEM or his counterpart should have support centres in Bengaluru and Mumbai- Request for Amendment	Refer Amendment 1
216	Termination for Solvency	23.21	51	As per RFP	The Bank may, at any time, terminate the Contract by giving written notice of 30 days to bidder, if bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In the event of termination Bidder shall be paid for the goods delivered, services rendered, work in progress, unpaid AMCs/ Services, third party orders in pipeline which cannot be cancelled despite bidder's best efforts, unrecovered investments shall be paid by customer till date.	Bidder to Comply with RFP Terms
217	Right to alter the number of websites and apps.	20.9.14	21	The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for these additional numbers of websites and apps at the agreed price during the contract period with the same terms and conditions	The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank with consent of the bidder. <b><u>Such alteration in quantities shall be restricted to 10% of the total contract value.</u></b> The bank reserves the right to place order for these additional numbers of websites and apps at the mutually agreed price during the contract period with the mutually agreed terms and conditions.	Bidder to Comply with RFP Terms
218	Price	21.4.23	24	As per RFP	The Bank would like to expressly state that any assumptions, terms, conditions, deviations etc which the Bidder includes in any part of the Bidders response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc have been accepted by the Bank and communicated to the Bidder in writing. <b>The Bidder later cannot make any plea of having specified any assumptions, terms, conditions, deviations etc in the Bidder's response to this RFP.</b>	Bidder to Comply with RFP Terms

219	Audit by Third Party	15	14	The Bank, Reserve Bank of India, Bank's auditors, government and regulatory bodies reserves the right to conduct an audit of its own or may appoint third party for auditing the activities of onsite services and operations of entire services provided by the bidder to the Bank. Bank will inform to the Service Provider well in advance wherever possible. If there is any observation found during the audit, bidder is required to sanitize the observation at no additional cost and within the time window as stipulated by the Bank	The Bank, Reserve Bank of India, government and regulatory bodies reserves the right to conduct an audit of its own or <b>Bank</b> may appoint a <b>mutually agreed</b> third party for auditing the services provided by the bidder to the Bank <b><u>excluding the internal cost, revenue records, sensitive financial information, personal data and data of customers.</u></b> Bank will <b><u>provide a notice period of 30 days.</u></b> <b><u>The audit will be conducted during normal business hours not more than once every financial year and will be performed at the cost of the Bank.</u></b>	Bidder to Comply with RFP Terms
220	Disclaimer	3	8	The Banks in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The decision of the Banks shall be final, conclusive and binding on all the parties.	The Banks in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP <b><u>before the bid submission.</u></b>	Bidder to Comply with RFP Terms
221	Price	21.4.5	22	The base price quoted by the Bidder shall be fixed during the Bidder's performance of the contract extended if required by the Bank and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc.	The base price quoted by the Bidder <b><u>shall be mutually agreed between the parties</u></b> if the Bidder's performance of the contract is extended. if required by the Bank and shall <del>not</del> be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc. <b><u>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 Customer</u></b>	Bidder to Comply with RFP Terms
222	Corrupt and Fraudulent Practices	23.16.7	50	The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter. <b><u>-Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro.</u></b>	Bidder to Comply with RFP Terms
223	Technical considerations for the RFP	17	15	The bidder has to note that the Bank may add, remove or modify from the above-mentioned lists during the contract period as and when required	The bidder <b><u>and the Bank on mutual agreed terms and conditions</u></b> may add, remove or modify from the above-mentioned lists during the contract period as and when required. <b><u>Such alteration in quantities shall be restricted to 10% of the scope of the RFP.</u></b>	Bidder to Comply with RFP Terms
224	Appendix 01 - Bill of Materials	1	70	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the services for the contract period.	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda in the respective sections of the price bid. <b><u>Unless, specifically mentioned otherwise in the RFP,</u></b> the prices for the respective sections would be deemed to include all components required to successfully implement and maintain the services for the contract period.	Bidder to Comply with RFP Terms

225	Other terms of the RFP	21.7.19	31	<p>The Bidder is responsible for managing the activities of its personnel. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Bank through the action of Bidders' employees, agents, contractors, subcontractors etc.</p>	<p>The Bidder is responsible for managing the activities of its personnel. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. <u>Subject to the limitation of liability clause</u>, the Bidder shall <del>hold</del> indemnify Bank, its successors, assignees and administrators and its directors and officials, - against loss or liability <u>solely from third party</u> claims, actions or proceedings, if any, <u>to the extent bidder has proximately caused, that may arise from any loss or damage to the Bank property, loss of life solely attributable to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property.</u></p>	Bidder to Comply with RFP Terms
226	Acceptance of Purchase Order	13	13	<p>The bidder shall submit the acceptance of the order within <b>seven (7) days</b> from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any at its discretion.</p>	<p>The bidder shall submit the acceptance of the order <u>on mutually agreed terms</u> within <b>-30 (thirty)</b> days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any at its discretion.</p>	Bidder to Comply with RFP Terms
227		19.12	19	<p>The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects</p>	<p>The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities <b>to the extent applicable to the bidder for performance under the RFP</b> as required from time to time during the course of the contract. -The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects.</p>	Bidder to Comply with RFP Terms
228	6 - Detailed scope of Work		11	<p>6.14 - Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.</p>	<p>the quantum of money for such transactions is unknown and hence request bank to own the cost of such sample purchases.</p>	Refer Amendment 1

229	45		23.3	Indemnity	<p>The bidder wants to suggest the following changes in the indemnity provision: The bidder shall indemnify and hold harmless Bank from any third party claim arising from damage to tangible property, personal injury or death caused due contractor's gross negligence or wilful misconduct.</p> <p>The bidder requests to cap the overall liability to most recent twelve months of the charges collected by the bidder under the affected purchase order.</p>	Bidder to Comply with RFP Terms
230	32		21.7.20	However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages	<p>The bidder wants to suggest the following changes in the indemnity provision: The bidder shall indemnify and hold harmless Bank from any third party claim arising from damage to tangible property, personal injury or death caused due contractor's gross negligence or wilful misconduct.</p> <p>The bidder requests to cap the overall liability to most recent twelve months of the charges collected by the bidder under the affected purchase order.</p>	Bidder to Comply with RFP Terms
231	Corrupt and Fraudulent Practices	23.16	49	The decision of Bank in determining the above aspects will be final and binding on the all the Bidders.	The decision of <b>competent court having the authority to adjudicate</b> in determining the above aspects will be final and binding on the all the Bidders.	Bidder to Comply with RFP Terms
232	Detailed Scope of Work	6.17	11	The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank	The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change, <b><u>which must be promptly communicated to the bidder.</u></b> Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank <b><u>at such additional pricing as mutually agreed between the parties</u></b>	Bidder to Comply with RFP Terms
233	19.4 Penalty for failure to resolve incidences (to be calculated on quarterly average basis)		16	<p>19.4.1 Bidder should resolve the incidents as reported in Clause 19.3 within stipulated timelines. Failure to resolve incidents like phishing, pharming, malware, brand abuse, etc., the bidder shall be liable to pay penalty at the rates specified below:</p> <p>Resolution time Penalty amount</p> <p>Within 180 minutes</p> <p>No penalty</p> <p>181 to &lt;240 minutes</p> <p>1.00% (+ GST) of Total Quarterly Payment</p> <p>241 to &lt;300 minutes</p> <p>2.00% (+ GST) of Total Quarterly Payment</p> <p>301 to &lt;360 minutes</p> <p>3.00% (+ GST) of Total Quarterly Payment</p> <p>361 to &lt;420 minutes</p> <p>4.00% (+ GST) of Total Quarterly Payment</p> <p>421 to &lt;480 minutes</p> <p>5.00% (+ GST) of Total Quarterly Payment</p>	<p>The incident response would be in form of Takedowns of phishing sites, fake apps, brand incident. The Turn around time of takedowns are technically impossible. We advise of the below practical Turn Around Time (TAT), Hope this is acceptable with IFTAS for takedowns:</p> <p>Trademark Takedown - Social Media within 48 -72 hours</p> <p>Copyright takedown - Social Media within 48 -72 hours</p> <p>Infringing website - Deactivation from non-compliant registrars or in regions with more complicated laws Fraudulent website (ISP level) within 2-7 weeks</p> <p>Fake or Infringing website deactivation within &lt; 2 weeks</p> <p>Copyright takedown using DMCA within &lt; 72 hours</p> <p>Host content Takedown within &lt; 1 week</p> <p>Fake Mobile app takedown within &lt; 1 week</p> <p>Hope this is fine with KaGB</p>	Bidder to Comply with RFP Terms



234	19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under		18	<p>Resolution time Penalty amount</p> <p>Within 4 hours No penalty</p> <p>More than 4 hours, but less than 12 hours 0.50% + GST of Total Quarterly Payment</p> <p>More than 12 hours, but less than 24 hours 1.00% + GST of Total Quarterly Payment</p> <p>More than 24 hours, but less than 48 hours 4.00% + GST of Total Quarterly Payment</p> <p>More than 48 hours, but less than 72 hours 5.00% + GST of Total Quarterly Payment</p> <p>More than 72 hours 10.00% + GST of Total Quarterly Payment</p>	<p>The incident response would be in form of Takedowns of phishing sites, fake apps, brand incident. The Turn around time of takedowns are technically impossible. We advise of the below practical Turn Around Time (TAT), Hope this is acceptable with IFTAS for takedowns:</p> <p>Trademark Takedown - Social Media within 48 -72 hours Copyright takedown - Social Media within 48 -72 hours Infringing website - Deactivation from non-compliant registrars or in regions with more complicated laws Fraudulent website (ISP level) within 2-7 weeks Fake or Infringing website deactivation within &lt; 2 weeks Copyright takedown using DMCA within &lt; 72 hours Host content Takedown within &lt; 1 week Fake Mobile app takedown within &lt; 1 week</p> <p>Penalty:</p> <p>Maximum 15 takedown violations are accepted in a quarter. For every single violation after that, penalty will be charged 10% of per takedown price, Penalty Payment up to maximum 10% of overall takedown price per quarter in form of service extension.</p> <p>The OEM would not bear any expenses, In case an incident is not closed within a period of 7 days. As takedowns are factor of many variables.</p> <p>Hope this is fine with KaGB</p>	Bidder to Comply with RFP Terms
235		23.2.3	44	<p>The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.</p>	<p>The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby. <b><u>All the rights and obligations of the Bank, shall apply mutatis mutandis to the Bidder.</u></b></p>	Bidder to Comply with RFP Terms
236	Other Terms of Payment	20.9.13	21	<p>The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Bidder under the purchase contract or may be recovered by invoking the Bank guarantee or otherwise from Bidder or from any other amount payable to the Bidder in respect of other order</p>	<p>The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Bidder under the purchase contract</p>	Bidder to Comply with RFP Terms

237		19.13-19.16	19	As per the RFP	The maximum penalty including liquidated damages, if any that can be imposed on the service provider under this contract shall not exceed 10% of the Annual Contract Value and penalty for a month should not be exceed 5% of monthly invoice value, excluding taxes, reimbursements and pass through expenses.	Bidder to Comply with RFP Terms
238	Price	21.4	22	21.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs] Beyond the quantities mentioned in the RFP Appendix 1 – Bill of Materials, the Bank reserves the right to procure the items, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period to an extent of Plus or Minus 25%.	The Price offered here is exclusive of taxes. Taxes & duties will be be charged extra as per the current rate of taxation in force. Any increase in taxes, duties levies shall be borne by the Bank on sufficient documentary proof is submitted by the vendor. Beyond the quantities mentioned in the RFP Appendix 1 – Bill of Materials, the Bank reserves the right to procure the items, at the mutually agreed revised rates, to an extent of 10%.	Bidder to Comply with RFP Terms
239		6.14	11	Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.	This is illegal to purchase using cryptocur	Refer Amendment 1
240	Annexure 2 /8		59	Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.	The reports are not customizable. The reports are provided as scan report with recommendation, security audit report , scan summary report. For security audit and scan summary user can apply datewise, domain wise filters etc.	Bidder to Comply with RFP Terms
241	Annexure 2 /4		59	The services is required to be provided with comprehensive scanning of URLs/Websites and provide report in various possible ways	The reports are not customizable. The reports are provided as scan report with recommendation, URL report, Content change report, security audit report , scan summary report.	Bidder to Comply with RFP Terms
242	Detailed Scope of Work	6.2	10	The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.	The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use technique or combination of techniques such as scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers.	Invalid / Incomplete Query
243	ANNEXURE – 01 Eligibility Criteria Declaration		56	The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and the services must be currently running.	The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches or to any Enterprise customers/BFSI customers during the last seven years and the services must be currently running.	Bidder to Comply with RFP Terms

244	19. Service Level Agreement		16	19. Service Level Agreement	<p>The services requested by the Bank are being delivered to some of the largest PSU/Private sector bank with standard set of SLA's mentioned below. We would request Bank to revise the SLA requirements to the below:</p> <p>a) Phishing site – a median time of less than 3 1/2 hours if 25 or more sites over the calendar month occur.</p> <p>b) Phishing site – a median time of less than 4 hours if less than 25 sites occur over the calendar month.</p> <p>c) Malware site – a median time of less than 24 hours.</p> <p>d) Social Media site – a median time of less than 24 hours.</p> <p>e) Mobile App – a median time of less than 24 hours.</p> <p>f) Brand Abuse – a median time of less than 24 hours.</p> <p>g) Executive sites – a median time of less than 24 hours. 5.3 Where the Incident Threat level has been described as 1. Low or 2. Moderate,</p> <p>a) Detection Time to Incident Creation (Turn Around Time) &lt; 15 minutes in &gt; 95% of cases.</p> <p>b) Incident Creation to Notification &lt; 5 minutes.</p> <p>c) Portal Availability &gt; 99.99% uptime..</p> <p>5.6 Median times are calculated over a whole calendar month.</p> <p>5.7 More than ten (10) incidents for any Incident Type over the calendar month must be occur in order to calculate a statistically meaningful median time.</p> <p>5.8 Site Take Downs occurring within the first calendar month, or part there, of the subscription period will not be counted in the above SLA calculations.</p> <p>5.9 A fail in any Site Take Down SLA will entitle the Subscriber to a 1.0% monthly rebate, or similar discount in subsequent renewals of the paid Subscription fee. It is up to the discretion and direction of the Subscriber to enforce the SLA penalty.</p>	Bidder to Comply with RFP Terms
245	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020-21		NA	8 Provide need based analysis on suspicious e-mail messages.	The solutions is an external threat monitoring platform. Does not monitor internal mailbox , hence this would be out of scope	Clarification provided: Monitoring of internal mail boxes is not in the scope of work.
246	ANNEXURE 02 - C Early Phishing Detection: KaGB: Project Office:RFP:01/2020-21		NA	9 Monitoring spam traps to detect phishing mails	The solutions is an external threat monitoring platform. Does not monitor internal mailbox , hence this would be out of scope	Clarification provided: Monitoring of internal mail boxes is not in the scope of work. Spam trap monitoring in the public domain to be under scope of service.

247	8. Term of the contract		13	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection	The term for contract termination should be based on bidder non compliance to technical compliance requirements in RFP. We would request Bank to change this as below: The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice based on non performance of Service levels and technical specifications in RFP. The vendor will be provided cost for remaining duration of <del>the service on termination of contract</del>	Bidder to Comply with RFP Terms
248	Annexure 2 /13		59	The vendor should have the ability to identify defacement of Bank website and corresponding Webpages through a combination of automated scans and manual analysis.	The Tools is completely automated , it will scan for defacement. No manual analysis is performed.	Bidder to Comply with RFP Terms
249	6. Detailed Scope of Work		11	6.14. Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.	The underlying price of information on dark web varies significantly and Service provider cannot make assumptions about the same at the time of bid submission. We would request Bank to remove this clause	Refer Amendment 1
250	19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under		18-19	The Phishing site, mobile app should not appear again within the contract period of taking down. In case the Phishing site and/or mobile app reappear, then, the bidder must take down the same at no extra cost to the Bank	This is not something in the control of the OEM, however, The OEM would ensure bringing down the reactivated phishing site/mobile app at earliest which was earlier detected as phishing site/fake mobile app. If the same site/app becomes active again within a period of 180 days of its taking down, it would not be treated as a new incident and would be taken down as part of original incident.  Hope this is fine with KaGB	Refer Amendment 1
251	6. Detailed Scope of Work - Sub section 6.22 - Sub Section 6.22.3		12	The phishing site, mobile app should not appear again within 12 months of taking down. In case site or mobile app reappears, the same has to be taken down at no extra cost to the Bank.	This is not something in the control of the OEM, however, The OEM would ensure bringing down the reactivated phishing site/mobile app at earliest which was earlier detected as phishing site/fake mobile app. If the same site/app becomes active again within a period of 180 days of its taking down, it would not be treated as a new incident and would be taken down as part of original incident.	Bidder to Comply with RFP Terms
252		6.4	10	Continuous scanning of all the websites / mobile apps of the Bank to detect any type of blacklisted links, suspicious activities including SQL injection/ app reverse engineering etc. reporting to the Bank the exact nature and location of the infection for speedy removal of the infection / abnormality.	This kind of testing/monitoring requires that the application architecture be discussed with vendor. Also This is indicating that the vendor has to perform a DAST on the specified websites and provide results on continuous basis. It should be noted that any kind of vulnerability of penetration testing has to be validated before it can be remediated. The scans are usually done on pre-production to avoid any outages.	Bidder to Comply with RFP Terms

253	19.10 In case of termination of contract for non-performance, the Bank reserves the right to recover an amount equal to 5% of the Total Contract Value as Liquidated		19	19.10 In case of termination of contract for non-performance, the Bank reserves the right to recover an amount equal to 5% of the Total Contract Value as Liquidated Damages.	This is very challenging to accept as an OEM.	Bidder to Comply with RFP Terms
254		6.7	10	Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.	This method not recommended	Refer Amendment 1
255	EMD Exemption	21.6.1.6	27	Exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small-Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.	Whether EMD exemption is applicable for bidders registered as Micro sectors ( D ) MSME-Udyog Aadhaar Memorandum	Refer Amendment 1
256	ANNEXURE 02 KaGB: Project Office:RFP:01/2020-21		NA	6 - Bidder must manage incidents for MMC infection/injecting including solution, coordination for recovery in the shortest possible time.	This would be out of scope.	Bidder to Comply with RFP Terms
257	ANNEXURE 02 - A General Features - KaGB: Project Office:RFP:01/2020-21		NA	12 - Solution should provide for identification of fake recruitment schemes claiming affiliation with the bank.	This would be supported using fake domain, as fake domains are used to run fake recruitment schemes claiming affiliation with the bank. Hope this is fine with KaGB	Bidder to Comply with RFP Terms
258				General	Total at risk penalty is more than 300% of contract value – please clarify.	Bidder to Comply with RFP Terms
259		15		We will provide based on agreed T&C.	Unless otherwise explicitly agreed in contract, we will not perform certification of the deliveries to any of the certification bodies.	Invalid / Incomplete Query
260	19 & Service Level Agreement		16	19.4 – average time of less than 8 hours maybe achieved	Unworkable phishing site timeframe. Removing 90% of phishing site within 4 hours is unrealistic in the real world. The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter.	Bidder to Comply with RFP Terms
261	19. Service Level Agreement		16	The bidder shall guarantee the availability of Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning, with monthly uptime of 100% during the period of contract which shall be calculated on a quarterly basis.	Uptime of 100% is technically impossible, Request KaGB to reconsider an uptime of 98% calculated month. Hope this is fine with KaGB	Bidder to Comply with RFP Terms

262		6.22.1	12	Alert within 30 minutes of attack/compromise.	We can accomplish this provided the current monitoring infrastructure is able to detect the attacks. Additionally, we should establish the efficacy of the current situation that the bank has already not been compromised. <del>We will need a continuous monitoring on the SIEM as well</del>	Bidder to Comply with RFP Terms
263	Appendix 02 – Bid Undertaking/Covering Letter	9	75	We have clearly understood the Bank’s requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.	We have clearly understood the Bank’s requirements and wish to confirm that we abide by the <b>mutually agreed</b> terms and conditions of the RFP and addendums issued thereafter.	Bidder to Comply with RFP Terms
264		20.1	20	Payment shall be released Quarterly in arrears at actuals after completion of monitoring services and submission of deliverables (reports and recommendations) and acceptance of the same by the Bank officials for the respective area of service.	We request a onetime mobilisation fee of 10% of Contract value.	Bidder to Comply with RFP Terms
265				Maximum deducted penalty of one type will not affect any other type of penalty i.e. All type of penalties can be levied up to their maximum limit simultaneously	We request an amendment as maximum deducted penalty will be 5% of annual contract value	Bidder to Comply with RFP Terms
266		8.3	13	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days ‘notice without assigning any reasons and without any cost or compensation therefore	We request that a reason must be given, as we also have a termination for convenience clause with 90 days notice.	Bidder to Comply with RFP Terms

267	23.3	45	<p>23.3 Indemnity</p> <p>23.3.1 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>23.3.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder;</p> <p>23.3.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;</p> <p>23.3.2 Further, 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 Servers &amp; System Software supplied by them.</p> <p>23.3.3 All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.</p> <p>23.3.4 The limits specified above said 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 of 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>23.3.5 All Employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely</p>	<p>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 the Bidder. Further the below limitation of liability clause needs to be included: The cumulative liability of the bidder under the scope of this RFP applicable to the maximum extent allowed in indian laws irrespective of claims under contract, torts or other legal theory is limited to 50% of the charges paid or payable for such Goods and Services under the relevant PO/SOW during the applicable contract year.</p> <p>Neither party shall be liable for indirect, special and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.</p>	Bidder to Comply with RFP Terms
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268		21.7.19	31	<p>21.7.19 The Bidder is responsible for managing the activities of its personnel. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Bank through the action of Bidders' employees, agents, contractors, subcontractors etc. However, the Bidder would be given an opportunity to be heard by Bank prior to making of a decision in respect of such loss or damage.</p>	<p>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 the Bidder. Further the below limitation of liability clause needs to be included: The cumulative liability of the bidder under the scope of this RFP applicable to the maximum extent allowed in Indian laws irrespective of claims under contract, torts or other legal theory is limited to 50% of the charges paid or payable for such Goods and Services under the relevant PO/SOW during the applicable contract year.</p>	Bidder to Comply with RFP Terms
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269		21.7.20 and 21.7.21	32	<p>21.7.20 Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required to at the Bidder's expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages.</p> <p>21.7.21 Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related</p>	<p>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 the Bidder. Further the below limitation of liability clause needs to be included: The cumulative liability of the bidder under the scope of this RFP applicable to the maximum extent allowed in Indian laws irrespective of claims under contract, torts or other legal theory is limited to 50% of the charges paid or payable for such Goods and Services under the relevant PO/SOW during the applicable contract year.</p>	Bidder to Comply with RFP Terms
270		23.2	51.00	<p>Bank shall have the right to terminate the contract, in whole or in part, without assigning any reasons to the selected bidder by serving a notice of at least 90 days prior of its intention to terminate the services during the contract period. In the event of termination of the Agreement for the Bank's convenience, bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p> <p>23</p>	<p>We request that the bank add the following, " Termination for convenience will not be applicable for the first 12 months of the Contract term"</p>	Bidder to Comply with RFP Terms
271		21.4.8	23	<p>Pricing by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days from the prescribed date of Commercial bid opening</p>	<p>We request that the measurement of the bid validity be taken from date of submission. If the commercial bid openings are delayed for any reason, the bid validity will not be automatically extended for the required 180 days.</p>	Bidder to Comply with RFP Terms
272	19.3 Penalty for each Incident happened and not reported:			Penalty Clause	<p>We see the penalty clause is quite steep across the deliverables. We expect a bonus clause also to be included of similar percentage also to encourage the service provider whilst meeting the desired SLA's and uptime commitments.</p>	Bidder to Comply with RFP Terms

273		6.22.7	12	The bidder to provide the comprehensive SLA in their proposal.	We will provide all the SLA's mentioned in the contract as per agreement.	Invalid / Incomplete Query
274	20. Payment Terms		20	20.1 Payment shall be released Quarterly in arrears at actuals after completion of monitoring services and submission of deliverables (reports and recommendations) and acceptance of the same by the Bank officials for the respective area of service 20.7 Bank shall release the payment within 30 days from the date of submission of correct invoice and submission of all relevant reports	We would request Bank to change the payment model to "Quarterly in advance"	Bidder to Comply with RFP Terms
275	ANNEXURE – 01 Eligibility Criteria Declaration		56	The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and the services must be currently running.  Relevant Credential letters including letter from the client on the current status OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the Seal of the Bidder's company / firm.	We would request this to be relaxed to include a Self declaration from OEM/Bidder only	Bidder to Comply with RFP Terms

276	Service Level Agreement		16	SLA	<p>We would request to modify the SLA as below</p> <p>ⓐ) Phishing site – a median time of less than 3 1/2 hours if 25 or more sites over the calendar month occur.</p> <p>ⓑ) Phishing site – a median time of less than 4 hours if less than 25 sites occur over the calendar month.</p> <p>ⓒ) Malware site – a median time of less than 24 hours.</p> <p>ⓓ) Social Media site – a median time of less than 24 hours.</p> <p>ⓔ) Mobile App – a median time of less than 24 hours.</p> <p>ⓕ) Brand Abuse – a median time of less than 24 hours.</p> <p>ⓖ) Executive sites – a median time of less than 24 hours. 5.3 Where the Incident Threat level has been described as 1. Low or 2. Moderate, TCL will use best endeavor to resolve the incident in the shortest possible time.</p> <p>5.4 TCL will provide additional SLAs for the following;</p> <p>ⓗ) Detection Time to Incident Creation (Turn Around Time) &lt; 15 minutes in &gt; 95% of cases.</p> <p>ⓘ) Incident Creation to Notification &lt; 5 minutes.</p> <p>ⓙ) Portal Availability &gt; 99.99% uptime. 5.5 Threat Categorisation and Incident Types maybe arbitrary so TCL will work with the Subscriber to determine an appropriate Threat Categorisation or Incident Type if/when required.</p> <p>5.6 Median times are calculated over a whole calendar month.</p> <p>5.7 More than ten (10) incidents for any Incident Type over the calendar month must be occur in order to calculate a statistically meaningful median time.</p> <p>5.8 Site Take Downs occurring within the first calendar month, or part there, of the subscription period will not be counted in the above SLA calculations.</p> <p>5.9 A fail in any Site Take Down SLA will entitle the Subscriber to a 1.0% monthly rebate, or similar discount in subsequent renewals of the paid Subscription fee. It is up to the discretion and direction of the Subscriber to enforce the SLA penalty.</p> <p>5.10 All Subscriber Site Take Downs must be performed by TCL in order to calculate a valid statistical metric and enforce the above clauses.</p>	Bidder to Comply with RFP Terms
277	ANNEXURE – 01 Eligibility Criteria Declaration		55	The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years 2017-18 2018-19 2019-20	<p>We would request to relax this as below:</p> <p>The Bidder /OEM must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years 2017-18 2018-19 2019-20</p>	Bidder to Comply with RFP Terms
278	50		23.19	Order cancellation/termination of contract	<p>What is the defect cure notice period to cure breaches if any?</p> <p>Bank has appropriate remedy to charge penalties and liquidated damages for the losses it suffers due to bidder's failure to meet its contractual obligations. Therefore the levy of cost for replacement services is not acceptable and must be removed from the RFP.</p>	Bidder to Comply with RFP Terms

279	19		19.11	If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing <del>Penalty as mentioned above</del>	what would be the defect cure notice period available to the bidder in such events.	Bidder to Comply with RFP Terms
280	19		19.12	The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their <del>services for execution of similar projects</del>	What would be the purpose to ascertain information from the other banks and institutions to whom bidder has delivered services.	Bidder to Comply with RFP Terms
281	20. Payment Terms		20	20.9.14 Right to alter the number of websites and apps: The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for these additional numbers of websites and apps at the agreed price during the contract period with the same terms <del>and conditions</del>	The Bank has not provided a provision to provide commercials for additional sites within the commercial format. Bank to clarify how the pricing for additional websites will get covered.	Clarification Provided: Refer Appendix 01 - BoM for clarity.
282		6.12	11	Providing bank with review and advisories for phishing, incidents and how to avoid such <del>incidents in future.</del>	Will be provided on a consulting basis. Please check language since the expectation seems to be to provide <del>this as a apart of the contract itself</del>	Bidder to Comply with RFP Terms
283		6.9	11	Take up and coordinate the cases with CERTs and / or other legal agencies as per the <del>format provided by the Bank.</del>	Will need additional effort and we need to cost it per interaction so that we don't lose out on the effort.	Bidder to Comply with RFP Terms
284	Intent	7	12	As per RFP		Invalid / Incomplete Query
285		19.3	16	The bidder shall alert &- report to the Bank <del>within 30 minutes of an attack/compromise</del>		Invalid / Incomplete Query
286	19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under	19.7	18			Invalid / Incomplete Query
287	Other terms of the RFP	21.7	31	As per RFP		Invalid / Incomplete Query

288	Additional Points	SNR		Clause not present in RFP. To be included.	SEBI hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. SEBI agrees that vendor shall not be in any manner be liable for any delay arising out of SEBI'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 SEBI	Bidder to Comply with RFP Terms
289	Additional Points	Saving Clause		Clause not present in RFP. To be included.	Vendor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent vendor performance is effected , delayed or causes non-performance due to SEBI's omissions or actions whatsoever.	Bidder to Comply with RFP Terms
290	Additional Points	Change Order		Clause not present in RFP. To be included.	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. vendor 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, vendor shall not be bound to perform any additional services.	Bidder to Comply with RFP Terms
291	Additional Points	Variance in Minimum Wages		Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the SEBI wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, SEBI will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Bidder to Comply with RFP Terms
292	Additional Points	ARC/RRC		Clause not present in RFP. To be included.	The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of ±5% of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below -5% of the baseline volumetric.	Bidder to Comply with RFP Terms
293	Additional Points	Pass Through Warranty		Clause not present in RFP. To be included.	Since Wipro is acting as a reseller of completed products, Wipro 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 Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Bidder to Comply with RFP Terms
294	Additional Points	Risk and Title		Clause not present in RFP. To be included.	The risk, title and ownership of the products shall be transferred to the SEBI upon delivery of such products to the SEBI	Bidder to Comply with RFP Terms

295	Additional Points	Credit Period for Payment		Clause not present in RFP. To be included.	All the payments to be made within 30 days of submission of invoice	Bidder to Comply with RFP Terms
296	Additional Points	Final Irrevocable Document		Clause not present in RFP. To be included	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document shall - (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.	Bidder to Comply with RFP Terms
297	Additional Points	Deemed Acceptance		Clause not present in RFP. To be included	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 30 days time to correct in case of any rejection by Customer.	Bidder to Comply with RFP Terms
298	Additional Points	Intellectual Protection		Clause not present in RFP. To be included	Notwithstanding anything to the contrary, no intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Bank.	Bidder to Comply with RFP Terms
299	Additional Points	Implied Warranties		Clause not present in RFP. To be included	Customer acknowledges that Wipro does not provide any warranty in respect of the components replaced and the defective parts will be the property of Wipro. The Customer represents and warrants that it has or will obtain or will arrange for all requisite approvals, consents, logon Credentials to carry on its business, and for Wipro to undertake and perform the Services.  Wherever Wipro is acting as a reseller of third products, Wipro shall "pass-through" all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.  EXCEPT FOR THE FOREGOING, WIPRO EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES WILL BE ERROR-FREE.	Bidder to Comply with RFP Terms