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1	47	5.2.33.2 Termination	The Bank shall be entitled to terminate the agreement at any time by giving notice if: (a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.	We propose to modify: The Bank shall be entitled to terminate the agreement at any time by giving notice if: (a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.	No Changes in RFP Claue
2	32	5.1.11	The SI shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 and amendments thereof. A self-declaration to this effect needs to be submitted by the SI for Integration with existing SIEM Solution. The Solution shall be integrated seamlessly with the Bank's existing SIEM Solution. As required by Bank, the SI and the OEM shall provide all the required information and data for integrating with SIEM. The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.	We request Bank that the Bidder's liability for infringement of intellectual property rights (IPR) should be capped to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen. The Bidder will not be liable nor responsible for any loss of profit, loss of revenue, loss of data etc. further the Bidder shall not be liable for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder, etc.	No Changes in RFP Claue
3		Liquidated Damages	**1. Installation will be treated as incomplete in one/all of the following situations:** ☐ Non-delivery of any component or other services mentioned in the order ☐ Non-delivery of supporting documentation ☐ Delivery/Availability, but no installation of the components and/or software ☐ No Integration ☐ System operational, but unsatisfactory to the Bank 2. If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	**1. Installation will be treated as incomplete in one/all of the following situations:** ☐ Non-delivery of any component or other services mentioned in the order ☐ Non-delivery of supporting documentation ☐ Delivery/Availability, but no installation of the components and/or software ☐ No Integration ☐ System operational, but unsatisfactory to the Bank 2. If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05% of **the undelivered value**, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 5% of the undelivered value. Once the maximum is reached, the Bank may consider termination of the contract. Any delay due to site readiness should be considered as insatllation delay	No Changes in RFP Claue

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4		Limitation of liability	1. The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. 2. The bidder's liability in case of claims against Bank resulting from wilful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	1. The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. 2. The bidder's liability in case of claims against Bank resulting from wilful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	No Changes in RFP Claue
5		General	Acceptance Criteria	Acceptance should be site wise	No Changes in RFP Claue
6	65	**Hardware Architecture and Performance**		**Additional Points :-** Each Virtual Instance must have physical resources like memory, CPU must not be shared between virtual WAF instance, resulting in predictable performance of each virtual WAF instance	No Changes in RFP Claue
7	65	Hardware Architecture and Performance		**Additional Points :-** Each Virtual Instance should provide complete fault isolation between virtual WAF instances – failure of one of the instances does NOT affect other instances. Even restart and shutdown of one virtual WAF should not effect to neighbour instance	No Changes in RFP Claue
8	67	Security Requirements		**Additional Points :-** Each virtual Instance should supports multiple software images for virtual WAF – eachsys can run different software version	No Changes in RFP Claue
9	67	Security Requirements		**Additional Points :-** Should be able to uniquely detect and block if required the end user on the basis of internal IP address, Plugins Installed in the browser, OS, Screen Resolution, Fonts etc. instead of going with traditional IP based blocking only	No Changes in RFP Claue
10	67	Security Requirements		**Additional Points :- T**he Proposed WAF Solution should have capability to integrate with Anti-Fraud vendors to provide web fraud protection.	No Changes in RFP Claue
11	31	5.1.5.15	The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by the 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 the Bank	Any cost arising hereof should be determined by the Court which will further be subject to the limitation set forth by Bidder in its proposal.	No Changes in RFP Claue

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12	50	6.2 Technical Evaluation criterion	Bidders experience in implementing WAF solution for last 5 years in large organizations a) in Public sector undertaking / Govt. Organization b) in private companies / foreign banks	As per RFP: 10 marks has been allocated basis bidder experience in PSU & Govt 5 marks has been allocated for Private Companies / Foreign Bank. **Request Bank to consider Bidder WAF Supply/Implementations from Any of the Enterprise and mention a single marking of 15 marks under this section.** Request Bank to modify the clause as per the clause mentioned above	No Changes in RFP Claue
13	39	5.2.13	Solicitation of Employees	As per Supreme Court recent decisions - a restrictive covenant extending beyond the term of the contract is void and not enforceable. Hence "one year thereafter" should be deleted.	No change in RFP clause
14	60	8	Facilities Management - AMC, ATS and other OEM Services Costs:	Bidder request payterms in Quarterly advance instead of arrears.	No Changes in RFP Claue
20	12	2.3.1 Project Schedule	Bidder is expected to has to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 10 week after issuing the purchase order by Bank. Indicative tasks of the project is attached at Annexure- 28. Bidder should submit detailed breakup in the techncail bid. .Delay in accepted schedule will attract penalty as per penalty clauses.	Delivery timeline by OEM is 8-12 weeks and thus completing the entire project within 10 weeks may not be feasible. We request to increase the project schedule to 16 weeks from the date of release of PO by Bank. Does bank need a separate UAT set up Or the same can be moved to Production? Pls clarify	Please refer corrigendum for change in clause uploaded on Bank
16	33	5.1.15	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force in India or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	Bidder will comply with all applicable laws but doesn't assume any responsibility to intimate Bank regarding such compliance unless receive a request in writing from the Bank to get particular information regarding compliance with laws.	No Changes in RFP Claue

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17	12	2.3.2 Training	Selected bidder shall provide the training to the bank's personnel as described below:	Can we conduct remote training considering the pandemic situation//Is this training need to be provided by OEM or bidder resources can provide this training	No Changes in RFP Claue
42	17	4.2.1 Scope of Work	4.2.1.12 All the licenses shall be perpetual. There should not be any limitation on the number of applications and users using the solution. Other specific condition may be refer from technical document attached as Annexure-1	Request bank to change this to "4.2.1.12 All the licenses shall be perpetual/**subsription**. There should not be any limitation on the number of applications and users using the solution. Other specific condition may be refer from technical document attached as Annexure-1"	Please refer corrigendum for change in clause uploaded on Bank
19	60	9. Response to RFP	The submission needs to be made at the address given below as per the schedule mentioned in section Schedule of events in "Invitation to tenders". All envelopes shall be securely sealed and stamped. The authorized signatories of the Bidder shall initial on all pages of the technical and commercial proposals. Bidder need to ensure that the minimum required details are submitted.	Considering the Current COVID Scenario , request Bank to accept the digitally signed documents from the authorized signatory in place of stamped and signed documents submission as part of this RFP response. Document will be signed with Digital Signature Issued by Certifying authority(eg. E-mudhra, Safescrypt, n code, etc).	Digitally signed document shall be accepted .
31	18	4.2.1.12	All the licenses shall be perpetual. There should not be any limitation on the number of applications and users using the solution.	Kindly remove this clause	Please refer corrigendum for change in clause uploaded on Bank
21	25	5.1.1.10	The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for supply of Security Software & Hardware and Patch Management solution etc. as mentioned in the RFP circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP	Does it mean that even if the Bidder has submitted deviations to the terms and conditions of RFP, Bidder will continue to remain responsible for all acts as specified in the RFP irrespective of submitted deviations. Please clarify.	No deviation will be accepted

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22	73	4/4.16	Both Positive and Negative security model should continuously learn the application. Learning should be a continuous process and should not stop after a certain stage. Should provide facility to configure time for staging of policy and policy should move to Blocking ones Staging time is over.	Duplicate point as per 3.5 clause. Request to remove it.	No Changes in RFP Claue
23	20	4.2.2	WAF Scope	How many numbers of applications required to protect by WAF	Refer WAF scope for application details.Further details will be shared with successful bidder.
24	97	Annexure 14: Resource Deployment plan	Table for Resources deployment during support phase	In the table for deployment resources in support phase, under Resource Type "Onsite/Remote" is mentioned. Does this mean that bidder can offer support from bidders offshore NOC? Or does bidder need to deploy support resources in DC of Bank of Maharashtra. Please clarify.	Resource should be deployed Onsite.
25	19	4.2.1 Scope of Work	4.2.1.14 Bidder to specify the need of VM or other hardware for storage or hosting of application in their technical bid .	Is Bank also open to implement a Cloud WAF	No ,Bank require On-prime Hardware solution.Please refer WAF scope for more details.
26	53	7.1 Service Critera	e. Bidder to use automated tools like device generated reports to provide the SLA Reports. Bidder to provide access to Bank or its designated personnel to the tools used for SLA monitoring.	Is the bidder expected to provide ITSM Tool (for ticketing and call logging) and IT Infra Monitoring tool (for Performance and Availability monitoring)? Or will Bank extend the existing ITSM & IT Infra Monitoring tool to the bidders team? Please clarify.	Bank will extend its existing ITSM tool for ticketing purpose. Bidder is not expected to provide ITSM tool.
27	73	4/4.18	Solution should support connection pooling to reduce back-end server TCP overhead by allowing multiple requests to use the same back-end connection.	It's is specific to vendor so request to remove the clause	No Changes in RFP Claue
28	73	4/4.19	Proposed Solution should have ability dynamically generate signatures for L7 DoS attacks. It should also be possible to make the dynamic signatures persistent across reboot and shareable.	It's is specific to vendor so request to remove the clause	No Changes in RFP Claue
29	73	4/4.20	Proposed Solution should have ability to automatically detect software technology used on backend side to define signature sets required for defined Proposed Solution policies	It's is specific to vendor so request to remove the clause	No Changes in RFP Claue
30	66	2/2.13	The Proposed WAF Appliance must support minimum of ECC TPS of 6,000 upgradable to 9,500 with additional Software license in future..	It's Specific to vendor which provides WAF along with Load Balancer features. For dedicated WAF licnese cant not be upgrade so request to change this clause as**"The Proposed WAF Appliance must support minimum of ECC TPS of 6,000"**	No Changes in RFP Claue
48	19	4.2.1 Scope of Work	4.2.1.15 Bidder should provide a storage solution such that the storage never crosses threshold of 70% of total capacity. Central device should store minimum 3 month online access/application logs on internal storage.	**Request bank to delete this clause**, As a standard practice the Logs are forwarded to Syslog or SIEM device for Log retention of more than 30days	Please refer corrigendum for change in clause uploaded on Bank Website

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32	33	5.1.13 IPv6 Readiness	The SI shall ensure that the solution hardware is IPv6 Compatible and shall ensure the IPv6 deployment at no extra cost to the Bank whenever required by bank. SI shall successfully pass both Interoperability and Conformance tests for IPV6 and shall receive the IPV6 Ready Logo. The SI shall ensure that the devices used for the solution and related services shall be on the IPv6 Ready logo program approved list and shall pass the IPv6 Ready Logo Phase-2 test.	Our WAF solution is IPv6 ready however we are in the process of getting formal IPv6 Logo certification and we request amendment where in when the bank moves to IPv6 the WAF solution should have have IPv6 ready logo Certification under the tender requirement.	No Changes in RFP Claue
33	35	5.2.2	Further the Bidder also agrees that such use will not infringe or violate any license or other requirements.	Please add a carveout that the use of license shall be in accordance with the term of the agreement and the associated documentation or EULA for such licenses.	No Changes in RFP Claue
34	23	4.4.7: People Deployment	It is mandatory for the vendor to provide the dedicated onsite resources having the minimum detailed skill sets and experience as per ANNEXURE 20	Please clarify if this onsite resource should be from OEM or SI?	From SI, no objection for Bank if from OEM.
35	50	Point 6.2: Evaluation Criteria clause no. 1	Bidders experience in implementing WAF solution for last 5 years in large organizations a) in Public sector undertaking / Govt. Organization b) in private companies / foreign banks	**Please Clarify:** whether bidder will have to submit the PO references for each year of the last 5 years or in any one of the last 5 year.	Minimum 1 PO/Completion certificate for project executed in any one of the last 5 year
36		General	General	Please let us know below information: 1. Number of resources to be deployed at each of DC & DR Location 2. Total Number of L1, L2, L3 Resources 3. Service Window of the Support (Whether 24*7) 4. Whether Dedicated onsite support is required or bidder can propose remote resources as well	Tetatively L1-2 , L2-1 at DC site .Bank may modify the reqsource count as per bank need . Dedicated onsite support service window will be 8 Am to 8 Pm.
37	18	4.2.1 Scope of Work	4.2.1.2 Bidder has to supply Software/Hardware/Licenses/Applications required for Web Application Firewall (WAF). The solution shall comply with the technical requirement provided in Annexure 1 – Technical & Functional requirements	Please let us know if bidders can propose both the models of Solution (Dedicated Hardware WAF or VM Based WAF solution)	No, Only on-prime Hardware WAF solution required .Please refer RFP scope for more detail.
38		General	General	Please let us know which ITSM tool are you using?	Details will be shared with successful bidder.
39	20	WAF Features & Functional Requiremen ts:	WAF hardware appliance – 04 Nos. as active-active for 2 each location at DC & DR of Bank of Maharashtra as per the specification mentioned under Annexure-1.	Please provide location details of DC & DR location	Details will be shared with successful bidder.

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40	51	6.2 Technical Evaluation criterion	Bidder offering product in compliance to Make In India notification issued by GOI (Compliance need to be submitted as per Annexure-30)	Please remove this clause as most of the WAF OEM would not be a "Make in India" Product.	No Changes in RFP Claue
74	21	4.3 Warranty/AMC/ATS Support service	Provide for maintenance of Hardware equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred,	we request bank to please specify the frequency of preventive maintenance	Please refer corrigendum for change in clause uploaded on Bank Website
47	23	4.5 OEM Services	4.9.1 OEM Scope of Work for Data Protection/Security Initiatives: It is Bidder's responsibility to bring OEM's Assessment Services as part of issued RFP by the Bank for this tender. The OEM or the 3rd party is required to provide the following services mentioned below as a part of the Architecture Assessment and provide the analysis report to the bank: ☐ One Time Security Assessment ☐ Yearly Security Assessment	Request Bank to consider this service as one time only. Same will be conducted after the Implementation of WAF solution at Bank's site.	Please refer corrigendum for change in clause uploaded on Bank Website
43	20	4.2.2 WAF Scope	WAF Features & Functional Requirements: OEM Certificate for Deployed Architecture & Configurations done at Bank of Maharashtra Setup is necessary after implementation of its products for Bank Sign-Off.	Request bank to change this to "OEM Certificate / **OEM Certified partner** for Deployed Architecture & Configurations done at Bank of Maharashtra Setup is necessary after implementation of its products for Bank Sign-Off.	No Changes in RFP Claue
44	66	2/2.9	The Proposed WAF Appliance should support minimum 4 X 1 G Copper and 2 Fiber 10G SFP+ at minimum and be populated from Day1 i.e. 3 separate segments can be configured. These interfaces should be upgradable\ degradable to 1G SFP/ 1G Copper without any cost to bank.	Request Bank to clarify the type of connector (LC etc) & type of 10G SFP (LR or SR) since these SFP+ types & connectors are very imp. for upstream & downstream network connectivity	SR module with LC type connector are required for connectvity.

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45	50	6.2 Technical Evaluation criterion	Evaluation Parameter Bidders experience in implementing WAF solution for last 5 years in large organizations a) in Public sector undertaking / Govt. Organization---Max Marks--10 b) in private companies / foreign banks---Max Marks--5	Request Bank to consider score as 5 marks per reference.	No Changes in RFP Claue
46	39	5.2.14 Penalty	5.2.14.2 For example, if the Bidder is not able to supply a proposed solution equipment or the supplied equipment requires some more parts for its functioning or there is a delay in installation of any equipment then the penalty levied will be 1% of the cost of "That Proposed solution component" per week of delay. For example there is delay of two week in delivery / installation of an equipment; then the penalty will be charged 2% of the cost of that equipment. 5.2.14.3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, the service levels for every percentage below the expected levels of service, for that particular service. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25%interest per month. The bank also has the right to invoke the performance guarantee.	Request Bank to consider the penalty as 0.5% of delayed component per week and Maximum as 5 % of the contract value.	No Changes in RFP Claue
15	47	5.2.33.1	The Bank shall be entitled to terminate the agreement without assigning any reason with the Bidder at any time by giving ninety (30) days prior written notice to the Bidder.	Bidder requests 90 days of Notice period before termination	Please refer corrigendum for change in clause uploaded on Bank
18	65	1/ 1.3	The OEM should not be currently blacklisted by any Central/State Govt. dept. /Public Sector/NPCI/IBA/RBI/SEBI or any other regulatory bodies Unit. (Certificate from the Chief Executive / Authorized Officer of Company). OEM should also provide minimum 3 references of Public sector FSI where technology is deployed in production.	Change it to: "The OEM should not be currently blacklisted by any Central/State Govt. dept. /Public Sector/NPCI/IBA/RBI/SEBI or any other regulatory bodies Unit. (Certificate from the Chief Executive / Authorized Officer of Company). OEM should also provide minimum 3 references of Public/Private sector FSI where technology is deployed in production."	Please refer corrigendum for change in clause uploaded on Bank
49	25	5.1.1.10	The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for supply of Security Software & Hardware and Patch Management solution etc. as mentioned in the RFP circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.	Request bank to delete this point as it is not relevant to the scope of this RFP.	No Changes in RFP Claue
50	111	Annexure 22:	List of supported devices by OEM	Request bank to elaborate on this requirement	It should include list of well known tested OEM devices/solution for intgration such as SIEM,NMS,3rd party feeds etc.

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51	97	Annexure 14: Resource Deployment Plan	Role: Project Director/Manager	Request bank to elaborate on this requirement	Project Director/Manager will be as SPOC for project.
52	19	4.2.1 Scope of Work	4.2.1.21 The infrastructure & applications required for centralized monitoring & management of the proposed solution will have to be deployed in the Bank's DC and DRC. Coverage of solution will be as per individual scope defined. The Bank would prefer to have all the hardware/appliance infrastructure within the DC/DRC however if the Bidder's solution necessities the deployment of a hardware/applications outside any of these locations then the Bidder must highlight the same in their architecture and factor that in the Bill of materials accordingly.	Request bank to elaborate on this requirement	Clause is self explinatory
53	30	5.1.5.10 Right to Alter Quantities	The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the proposed solution equipment, licenses, services & equipment shall be passed on to the Bank within the contract period.	Request Bank to limit the variation in quantity as + or - 10% of the declared quantity.	No Changes in RFP Claue
54	49	5.2.37 Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s on the bidder under the same terms and conditions upto 25% both in terms of quantity and amount till the new RFP is floated from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	Request Bank to restrict the Price validity for repeat order as maximum 180 days from the price discovery date only.	No Changes in RFP Claue

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55	17	4.2.1.1	The bidders are expected to consider the current deployment & propose the solution which Integrate with the existing solution and ensure that proposed new solution would Complement well with the Bank's existing network & security setup. In case the bank revamps its current architecture or completely migrates to another network technology/New location due to any reason, the bidder shall make necessary changes in its solution to adapt to new deployment without any additional cost to the Bank.	Requet Bank to consider migration charges at actuals. Kindly remove this clause	No change in RFP clause
56	24	4.6 Source Code	a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP vulnerabilities (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard. c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.	Source codes owned by the OEM and it amounts to confidential information as well. Hence OEM is not able to provide the same to any third Party. Request bank to delete this clause	No Changes in RFP Claue
75	65	Annexure 1: Technical and Functional Requirements for WAF Solution/1.3	The OEM should not be currently blacklisted by any Central/State Govt. dept. /Public Sector/NPCI/IBA/RBI/SEBI or any other regulatory bodies Unit. (Certificate from the Chief Executive / Authorized Officer of Company). OEM should also provide minimum 3 references of Public sector FSI where technology is deployed in production	We request clarification, as under OEM Eligibility criteria it is required that the proposed OEM solution should have been implemented in a minimum of two BFSI organizations globally.But here under Section 1.3 it is mentioned that OEM should provide minimum 3 reference of public sector FSI where technology is deployed in production . Here for point No. 1.3 for Annexure 1 we request clarification and amendment as "OEM should be able to provide minimum 2 references of Public sector/ Private sector BFSI where technology is deployed in production which will also be in sync with OEM eligibility requirements as asked in the said tender".	Please refer corrigendum for change in clause uploaded on Bank

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58	38	5.2.10	Indemnity	This is a very broad clause, we request you to please consider our proposal - The Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified Bank against loss or damage that Bank may sustain as a result of third party claims arising from damage to tangible property , personal injury or death caused by Bidder's negligence. Bidder's overall liability shall be limited to immediately preceding 12 months of charges collected by the Bidder under the order in which the liability has arisen. Further Bank's sole remedy and the Bidder sole liability for any service related matters shall remain limited to applicable liquidated damages/penalties imposed by Bank under this RFP. The Bidder will not be liable nor responsible for any loss of profit, loss of revenue, loss of data etc. further the Bidder shall not be liable for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder, etc.	No Changes in RFP Claue
59	43	5.2.22	Howsoever such liability may arise, provided that the claims against customers, users and Bidders of the Bank would be considered as a direct claim.	This is an indirect damage claimed by Bank from Bidder. Bank must exclude such indirect damages and claims and omit the provision from the RFP, as this is not acceptable to the Bidder	No Changes in RFP Claue
60	31	5.1.5.15	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities	This is an indirect damage claimed by Bank from Bidder. Bank must exclude such indirect damages and claims and omit the provision from the RFP, as this is not acceptable to the Bidder.	No Changes in RFP Claue
61	72	4/4.11	The proposed solution should support min 4000 contexts or partitions or multiple profiling separately for each application without any additional license. Segmentation controls application flow to respective gateway per server and should help multiple segment controls for various applications	Vendor Specific so request to revise clause as **"The proposed solution should support multiple profiling separately for each application without any additional license.** **Segmentation controls application flow to respective gateway per server and should help multiple segment controls for various applications"**	No Changes in RFP Claue
62	73	4/4.17	WAF should support both Positive and Negative Security Model and work in HA mode with with TCP, SSL and Persistence mirroring, so that if primary device goes down users session will not disconnect and it will improve the user experience.	Vendor Specific which provides WAF along with Load balancer. WAF High Availabilty or failover is dependent on upstream device e.g Firewall & Load balancer so session mirroring should be supported by upstream device not by WAF. This should be Load Balancer or Firewall features so request to remove this clause.	No Changes in RFP Claue

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63	66	2/2.5	The appliance should support Cluster failover with less than 3 second failover time. The End user session should be maintained during failover.	WAF High Availabilty or failover is dependent on upstream device e.g Firewall & Load balancer so session should be maintained by upstream device not by WAF. This should be Load Balancer or Firewall features so request to remove this clause	No Changes in RFP Claue
64	43	5.2.22	The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	We are ok with the liability for misconduct or gross negligence but we proposed to cap the IPR liability to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen.	No Changes in RFP Claue
65	44	5.2.24	Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal. The Proposed solution and related component must be supplied with their original and complete printed documentation.	We cannot provide guarantee - we can provide associated documentation, made available as part of any Service or otherwise generated by or for Supplier in connection with this Agreement	No change in RFP clause
66	38	Clause 5.2.10.5 - Indemnity	The Bidder shall not indemnify the Bank for: i. Any loss of profits, revenue, contracts, or anticipated savings or ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and Bidder s of the Bank would be considered as a "direct" claim.	We propose the below modification: The Bidder shall not indemnify the Bank for: i. Any loss of profits, revenue, contracts, or anticipated savings or ii. Any consequential or indirect loss or damage	No Changes in RFP Claue
67	38	Clause 5.2.10.1 - Indemnity	Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:	We propose the below modification: Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, including reasonable attorney fees), relating to or resulting directly from:	No Changes in RFP Claue

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68	43	Clause 5.2.22 Bidder's Liability	Bidder's Liability The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder, Howsoever such liability may arise, provided that the claims against customers, users and Bidders of the Bank would be considered as a direct claim.	We propose the below modification: Bidder's Liability The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from willfull misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder.	No Changes in RFP Claue
69	45	5.2.27.3	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality	We request Bank that such reduction in prices should not be considered as there can never be an effective way of measuring the reasonability of prices prevailing in the market. Even if any irregularity is observed that cannot be considered as breach of contract then Bidder should not be held liable for any form of actions by Bank. Every contract is executed under different circumstances with different service deliverables. Therefore, any such comparison of prices should not be made applicable on the Bidder.	No change in RFP clause
70	26	5.1.3 Commercials:	The insurance shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid till the bank accepts the equipment. This will be applicable for the period of the contract.	we request Bank to please ask the insurance till hardware delivery only.	No Changes in RFP Claue
71	21	4.3 Warranty/AMC/ATS Support service	The Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of Five years beginning from the date of acceptance of the solution by the Bank	We request Bank to please ask the warranty from the Hardware delivery date as most of the OEM provide from hardware delivery date	No Changes in RFP Claue

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72	22	4.4 People Deployment	The Bidder is required to deploy onsite people resource to provide L1, L2 level support to the proposed solution for the tenure of the contract. Bank expects that bidders deploy their resources at the DC locations	We request Bank to please provide the clarity on below mentioned points 1 Please specify the no of resource requirement 2 we assume that laptop/desktop will be provided by the bank 3 Leave policy 4 We assume that bidder can provide the resources on partner payroll. 5 From when these resource is required 6 How will bank will release the payment for the resources	Details will be shared with successful bidders.
73	26	5.2.4 Inspection	The Bidder shall submit the acceptance test plan as part of their response to the tender enquiry. Post award of the contract a detailed acceptance plan will be created within the framework of the RFP terms.	We request Bank to please specify the Acceptance criteria	Details will be shared with successful bidder.
80	66	2/2.8	The product should comply and support IPv4 and IPv6 both and should support IPv6 ALG and NAT64	Web Application Firewall dedicated appliance for Web application security to inspect IPv4 & IPv6 traffic where as it does not provide any NAT64 functionality so request to change this clause as **"The product should comply and support IPv4 and IPv6 both"**	Please refer corrigendum for change in clause uploaded on Bank
41	109	Annexure 20: Resource Plan Matrix	**L1 Engineer Qualification & Experience** B.E./B.Tech/ MCA/M.Sc. IT with a minimum relevant experience of two years in WAF solution/techn-ology under RFP. **L2 Engineer Qualification & Experience** B.E./B.Tech/ MCA/M.Sc. IT a minimum Three years' experience in WAF solution of RFP & should be OEM certified in WAF solution/technology given in this RFP.	Request Bank to allow Technical graduate also with relavent experience as **L1 Engineer Qualification & Experience** B.E./B.Tech/ MCA/M.Sc. IT/Technical graduate with a minimum relevant experience of two years in WAF solution/techn-ology under RFP. **L2 Engineer Qualification & Experience** B.E./B.Tech/ MCA/M.Sc. IT /Technical graduate with a minimum Three years' experience in WAF solution of RFP & should be OEM certified in WAF solution/technology given in this RFP.	Please refer corrigendum for change in clause uploaded on Bank
76		Penalties	Penaties for SLA uptime: 1. >=99.95% - No penalty 2. 99.94% - 1% of cost of quarterly maintenance charges 3. <=99.94% - Additional 2% of cost of Quarterly maintenance charges for every 0.5 performance degrade.	We request client to cap SLA penalty at 10% of contract value of particular device for multiple SLA Breach	No Changes in RFP Claue
77		Termination of convenience	1. Bank can terminate giving 30 days written notice. 2. Bidder can terminate only on winding up of the bank	We request client to not to use termination of convenience during contract period	No Changes in RFP Claue

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78		Payment Terms	**Application & Hardware cost:** 80% post delivery 20% post sign-off **Installation cost:** 100% post sign-off **Training cost:** 100% after training and feedback from trainees	We request client to specify days after which payment will be released.Any delay due to site readiness should be considered as insatllation delay and payment should be released in 30 days of delivery	Details already under RFP
79			The insurance shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid till the bank accepts the equipment. This will be applicable for the period of the contract.	We understand that the Physical security & location risk mitigation/acceptance would be Bank responsibility and bidder does not have visibility and scope into this. Hence. We request bank to remove this clause	No Changes in RFP Claue
57	118	Table F	Number of L1 & L2 resources given in Table F not matching with number of resources actually required for 24x7 support.	The number of L1 & L2 resources to be deployed for FMS is 1 each. However service window is 24x7x365. For serving a 24x7 window, minimum 4 and ideally 4 resources will be required. Please clarify.	Please refer corrigendum for change in clause uploaded on Bank
81	20	4.2.2	WAF Scope	What is the bandwidth per application	Details will be shared with successful bidder.
82	20	4.2.2	WAF Scope	What will be the concurrent connections	Details will be shared with successful bidder.
83	45	5.2.27	Exit Option and Contract Re-Negotiation	What will be the defect cure period notice for the Bidder to cure the defect. Can the Bidder assume it to be 30 days.	Defect cure period notice for the Bidder to cure the defect is 30 days.
84	18	4.2.1 Scope of Work	4.2.1.10 The solution must integrate with various systems / applications such as SIEM, NMS etc. in the Bank environment for logging & monitoring purpose.	Which SIEM and NMS tool are you currently using?	Details will be shared with successful bidder.