With reference to RFP Ref No. 41/2024-25 (GEM/2024/B/5381442) dated 10.09.2024 published on GeM portal and our website https://www.bankofmaharashtra.in, and pre-bid meeting was conducted as per schedule on 19.09.2024 at 15:00 hours.

Representative from potential bidders attended the meeting. Bank welcomed all the participants. Concerns of all the participants were deliberated during the meeting.

Responses to pre-bid queries are enclosed herewith as Annexure 1.

Note- Except changes mentioned above and as part of pre-bid responses, there is no change in any clauses, terms & conditions of the RFP document.

Sd/-
Deputy General Manager
IT Procurement and Payments

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Annexure – 1: responses to pre-bid queries

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
1	24	4.2.a	Broad Scope of Work	The Bidder is required to bid for Supply, Installation and Maintenance of Active Directory Management and Reporting Tool which needs to be deployed at DC & DR Site wherein Bank will provide required server hardware to host application proposed by Bidder	Could you confirm whether the bank's HCI or data center infrastructure includes a built-in disaster recovery (DR) feature?	Bank intends Bidder to deploy solution in such way that DC & DR solution shall be in Active-Active mode which is independent of any BCP tool or DR feature of Bank's Infrastructure
2	122 of 145	OEMs' Eligibility Criteria	7.29. Annexure D: Eligibility Evaluation Compliance	The proposed solution of OEM should have at least 3 live implementations in Commercial Banks/ Financial Institutions/ PSU/ Govt. Org./Payment Industry / BFSI / Private Organization, with at least one of them to be PSU Banks as on date of bid submission in India in last 5 years (Minimum 5000 users against each PO, And PO from different customer is required)	Request to please amend this clause as below. The proposed solution of OEM should have at least 3 live implementations in Commercial Banks/ Financial Institutions/ PSU/ Govt. Org./Payment Industry / BFSI / Private Organization, with at least one of them to be PSU Banks as on date of bid submission in India/international in last 5 years (Minimum 5000 users against each PO, And PO from different customer is required)	No change in RFP clause

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
3	123 of 145	2. Payment Milestone	7.30. Annexure E: Payment Terms	Software License Cost 70% on successful installation of software licenses. 20% on UAT completion and sign off by Bank 10% after conduction of successful DR drill and acceptance by Bank.	Request to please amend this clause as below. Software License Cost 70% on successful delivery of software licenses. 20% on UAT completion and sign off by Bank 10% after conduction of successful DR drill and acceptance by Bank.	Please refer corrigendum
4	123 of 145	2. Payment Milestone	7.30. Annexure E: Payment Terms	ATS / Subscription Cost The Subscription charges shall be paid Quarterly in arrears. Year 2 subscription charges will commence from 1st of the next month of the date of signoff by the Bank.	Request to please amend this clause as below. ATS / Subscription Cost The Subscription charges shall be paid Quarterly in advance. Year 2 subscription charges will commence from 1st of the next month of the date of signoff by the Bank.	Please refer corrigendum
5	145	7.33	Automated workflow to be implemented by successful bidder	Integration with Bank's HRMS application for user's location fetching and movement of users in respective OU.	Can you let us know the Existing HRMS system for which integration is required.	The information shall be shared with the successful bidder.
6	145	7.33	Automated workflow to be implement	Automation of creation of user ids post completion of approval in ITSM tool.	Requesting to provide us the ITSM tool for which the integration is required.	The information shall be shared with the successful bidder.

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
			ed by successful bidder			
7	133	7.33	Annexure H: Technical & Functional Specifications Requirements - General Requirements	Proposed solution should have capability to Identify queries against Active Directory (AD) that are not secure or signed	Point needs to be removed as this a AD Application level monitoring requirement.	The requirement is moved to Optional Technical Specifications under 7.33. Annexure H: Technical & Functional Specifications Requirements as point no. 4
8	133	7.33	Annexure H: Technical & Functional Specifications Requirements - General Requirements	Proposed solution shall facilitate backup of entire Active Directory setup including users and rights data. Automates the entire recovery process, including rebuilding the global catalogue & FSMO Role DCs.	Request to modify to "Proposed solution shall facilitate backup of Active Directory User Objects and groups."	Please refer corrigendum
9	133	7.33	Annexure H: Technical & Functional Specifications Requirem	Proposed solution should perform clean Active Directory restore, by preventing reintroduction of rootkits and other malware.	Request to remove the point as this align to complete Machine level backup.	Please refer corrigendum

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
			ents - General Requirem ents			
10	133	7.33	Annexure H: Technical & Functional Specificati ons Requirem ents - General Requirem ents	Proposed solution should have the ability to run a comparison between two users to find differences in group memberships.	Point to be modified as "Proposed solution should generate reports on Common members from groups"	The requirement is moved to Optional Technical Specifications under 7.33. Annexure H: Technical & Functional Specifications Requirements as point no. 5
11	136	7.33	Annexure H: Technical & Functional Specificati ons Requirem ents - Reporting	Proposed solution should be able to generate compliance reports on International Standard Organization (ISO), Payment Card Industry Data Security Standard (PCI DSS), Reserve Bank of India (RBI), National Institute of Standards and Technology (NIST), Center for Internet Security (CIS) regulations or similar out of box regulatory reports	Point to be modified as "Proposed solution should be able to generate compliance reports on SOX, HIPAA, PCI-DSS, FISMA, GLBA and should have the capability to generate Custom Reports as per the audit requirements"	Please refer corrigendum

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
12	143	7.33	Annexure H: Technical & Functional Specifications Requirements - Gp Administration And Mgmt	Solution should have option to hide Group Policies	Group policies cannot be hidden, Request Removal	The requirement is moved to Optional Technical Specifications under 7.33. Annexure H: Technical & Functional Specifications Requirements as point no. 6
13	143	7.33	Annexure H: Technical & Functional Specifications Requirements - Gp Administration And Mgmt	Solution should be able to monitors changes to GPOs natively and automatically creates a new version.	Point to be modified "Solution should be able to monitor the changes on the GPOs "	Please refer corrigendum
14	143	7.33	Annexure H: Technical & Functional Specifications Requirements - Other Features	Should fix all audit findings reported by the bank internal and external auditors.	Solution can help out in managing and Auditing the AD. Audit Findings by External and internal auditors has to be fixed ny BIdder or the end Customer	Bank intends to fix audit observations related to proposed solution with help from Bidder. Bidder needs to co-ordinate with OEM in case of support required from OEM (if any). Hence, no change in the RFP clause.

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
15	41	6.4	Limitation of liability	Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	We propose the below mentioned modifications in the clause: Under no circumstances either party ~~Bank~~ shall be liable to the other party ~~selected bidder~~ for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if such party ~~Bank~~ has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	No change in RFP clause
16	35	6.27	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 tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.	We propose the below mentioned modifications in the clause: The Bank shall be entitled to terminate the agreement at any time by giving notice if: a. The bidder materially breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within ~~15~~ 30 days from the date of notice.	No change in RFP clause

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
17	35	6.27 (5)	Termination	Addition of new clause	<u>We propose to add bidder's termination rights in the event of breach by Bank as per below</u>: In the event Bank materially breaches the Contract, which breach is not cured within thirty (30) days after written notice specifying the breach is given to Bank, the Contractor may terminate the Contract or any portion thereof or by giving written notice to Bank.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
18	29	6.5	Solicitation of Employees	The successful bidder, on entering into an agreement in furtherance of the RFP, should not:a. hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter,b. Cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment of the key personnel working on the project contemplated in this proposal except with the written consent of the Bank.c. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without	We propose the below mentioned modifications in the clause: Either party The successful bidder, on entering into an agreement in furtherance of the RFP, should not:a. hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter,b. Cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment of the key personnel working on the project contemplated in this proposal except with the written consent of the other party Bank.c. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.		

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
19	126	Annex. G	Liquidated Damages for Delay in implement ation of solution	Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract.	We propose the below mentioned modifications in the clause: Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO 2% (Two percent) of the SLA delayed / missed cases & not on entire contract / PO value. In case of delay beyond a period of 15 days after attaining the maximum penalty of 2 10% of total project cost/TCO SLA delayed / missed cases during implementation, Bank may consider termination/cancellation of the contract.	No change in RFP clause
20	126	Annex. G	Liquidated Damages for Delay in implement	The overall LD during implementation will be to a maximum of 10% of the TCO.	The overall LD during implementation will be to a maximum of 2 10% of the SLA delayed / missed cases TCO.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
			ation of solution			
21	128	Annex. G (Cl.3)	Liquidated Damages for Delay in implementation of solution	The Penalty will continue to be levied in this progression until cap is reached.	Penalties to be capped at 2% of the contract value.	No change in RFP clause
22	38	Cl. 6.34	Liquidated Damages	Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project	Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 2 ~~10~~ % (Two~~en~~ percent) of the contract value TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of ~~10~~ 2% of the contract value ~~total project cost/TCO~~ during implementation, Bank may consider termination/cancellation of the contract.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				cost/TCO during implementation, Bank may consider termination/cancellation of the contract.		
23	96	Section 1 - Bidder's Credential	ANNEXURE B: TECHNICAL EVALUATION CRITERIA	Bidder should have supplied, installed and maintained the AD Management Solution with 5000 users coverage in Commercial Banks/ Financial Institutions/ PSU/ Govt. Org./Payment Industry / BFSI / Private Organization in India in last 5 years as on date of RFP. (10 marks for each implementation with 5000 users, maximum 30 marks.) Copy of PO/SLA with latest invoices &	We request to change the clause as below:- **Bidder/OEM** should have supplied, installed and maintained the AD Management Solution with 5000 users coverage in Commercial Banks/ Financial Institutions/ PSU/ Govt. Org./Payment Industry / BFSI / Private Organization in India in last 5 years as on date of RFP. (10 marks for each implementation with 5000 users, maximum 30 marks.) Copy of PO/SLA with latest invoices & work completion certificate / recent Satisfactory performance certificate issued by organization mentioning the number of Active directory user licenses count.	No change in RFP clause

Response to pre-bid queries: - RFP 41/2024-25 for Supply, Installation and Maintenance of Active Directory Management and Reporting Tool (Pre-Bid meeting dated 19.09.2024 15:00 hours)

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				work completion certificate / recent Satisfactory performance certificate issued by organization mentioning the number of Active directory user licenses count.		
24	123	2. Payment Milestone	2. Payment Milestone	Software License Cost 70% on successful installation of software licenses. 20% on UAT completion and sign off by Bank 10% after conduction of successful DR drill and acceptance by Bank.	We request to modify the clause as below :- Software License Cost 80% on delivery of license 10% on successful installation of software licenses 5% on UAT completion and sign off by Bank 5% after conduction of successful DR drill and acceptance by Bank.	Please refer corrigendum
25	123	2. Payment Milestone	2. Payment Milestone	ATS / Subscription Cost The Subscription charges shall be paid Quarterly in arrears. Year 2 subscription charges will commence from 1st of	We request to modify the clause as below :- ATS / Subscription Cost The Subscription charges shall be paid Annual Advance. Year 2 subscription charges will commence from the date of signoff by the Bank	Please refer corrigendum

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				the next month of the date of signoff by the Bank.		
26	123	2. Payment Milestone	2. Payment Milestone	Software Implementation Cost 70% on successful installation & acceptance by the Bank 30% after conduction of successful DR drill	We request to modify the clause as below :- Software Implementation Cost 90% on successful installation & acceptance by the Bank 10% after conduction of successful DR drill	Please refer corrigendum
27	123	2. Payment Milestone	2. Payment Milestone	Training Cost Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.	We request to modify the clause as below :- Training costs for pre-implementation should be paid upon pre-implementation, while costs for post-implementation training should be paid after post-implementation.	Please refer corrigendum

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
28	126	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	Liquidated Damages for Delay in implementation of solution:Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract.	LD should be 5% maximum and 0.1% on every week delay.If we deliver on time /before time bank shall award extra 2 % of the amount as a bonus on delivery and 2% on completion of project before the timelines of the project cost.	No change in RFP clause

Response to pre-bid queries: - RFP 41/2024-25 for Supply, Installation and Maintenance of Active Directory Management and Reporting Tool (Pre-Bid meeting dated 19.09.2024 15:00 hours)

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
29	127	Penalty Due to Downtime	Penalty Due to Downtime	Up to 99.99% and above -No Penalty Between 99.99% to 99.98% - 1% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.98% to 99.97% - 2% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.97% to 99.96% - 3% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.96% to 99.95% - 4% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.95% to 99.94% - 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.94% to 99.93% - 6% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.93% to 99.92% - 7% cost of the (Product Cost +	Up to 99.99% and above -Bonus of4 % on successfully attaining monthly uptime as 99.99% Between 99.99% to 99.98% - 0.5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.98% to 99.97% - 1% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.97% to 99.96% - 1.5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.96% to 99.95% - 2% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.95% to 99.94% - 1% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 (Bonus of 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 if we meet the quarterly uptime.) Between 99.94% to 99.93% - 2% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.93% to 99.92% - 3% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.92% to 99.91% - 4% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.91% to 99.90% - 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Solution Misbehavior causing delay	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				ATS Cost + Additional cost if any)/ 20 Between 99.92% to 99.91% - 8% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Between 99.91% to 99.90% - 9% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Solution Misbehavior causing delay or affecting solution deliverables or AD Services for more than 15 mins to 60 mins. - 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 Solution Misbehavior causing delay or affecting solution deliverables or AD Services for more than 60 mins. - 10% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 CPU / Memory utilization crosses 70% due to misconfiguration of	or affecting solution deliverables or AD Services for more than 15 mins to 60 mins. - 2% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 (Bonus of 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 if we meet the quarterly uptime.) Solution Misbehavior causing delay or affecting solution deliverables or AD Services for more than 60 mins. - 4% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 CPU / Memory utilization crosses 70% due to misconfiguration of any solution component for more than 15 mins to 60 mins. - 1.5% cost of the (Product Cost + AMC Cost+ ATS Cost + FM Cost if any)/ 20(1) Bonus of 5% cost of the (Product Cost + ATS Cost + Additional cost if any)/ 20 if we meet the quarterly uptime. CPU / Memory utilization crosses 70% due to misconfiguration of any solution component for more than 60 mins. - 3% cost of the (Product Cost + AMC Cost+ ATS Cost + FM Cost if any)/ 20(2)	

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				any solution component for more than 15 mins to 60 mins. - 5% cost of the (Product Cost + AMC Cost+ ATS Cost + FM Cost if any)/ 20(1) CPU / Memory utilization crosses 70% due to misconfiguration of any solution component for more than 60 mins. - 10% cost of the (Product Cost + AMC Cost+ ATS Cost + FM Cost if any)/ 20(2)		

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Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
30	21	3.29	Service Continuity	The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.	*We request the Bank to amend the clause as below:* The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a mutually agreed cost and terms & conditions. ~~fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract~~.	No change in RFP clause
31	21	3.29	Service Continuity	The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm	*We request the Bank to amend the clause as below:* The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at mutually agreed cost and term & conditions. ~~no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm~~	No change in RFP clause
32	28	6.2	Rules for responding to this tender document	5. The Bank is not responsible for any assumptions or judgments made by the Bidder for	The bidder requests the Bank to allow the bidder to explicitly put assumptions in the response/proposal of the bidder where ever absolutely necessary	RFP clause is self-explanatory.

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				proposing the offer. The Bank's interpretation will be final.	during RFP solution/response preparation.	
33	32	6.23	Protection of Reputation	The bidders may please note that for Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank reserves a right to impose penalty for the reputational loss on account of business disruption if the successful bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. Bank reserves the right to assess the amount of penalty in the manner as it deems fit and the said amount can be deducted from the amount payable to the successful bidder against its services	We request the Bank to remove this clause as it (reputation loss measurement) is subjective in nature.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
34	35	6.26	Exit Option & Contract Re-negotiation	11. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected partner/s as would be required in the event of the shifting of the site.	*We request the Bank to amend the clause as below:* 11. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected partner/s, at a mutually agreed cost and terms conditions, as would be required in the event of the shifting of the site.	This requirement stands removed.
35	35	6.28	Effect of Termination	1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.	*We request the Bank to amend the clause as below:* 1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at mutually agreed cost and terms & conditions. ~~no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.~~	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
36	38	6.34	Liquidated Damages	Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract. If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to	*We request the Bank to amend the clause as below:*Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 0.5~~1~~% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof ~~(more than 3 days shall be considered as a week)~~, subject to maximum of 5~~10~~ % (Five~~Ten~~ percent) of the TCO. ~~In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract.~~If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 5~~10~~% of contract value. Any deliverable has not been implemented or not operational, on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. The overall LD during implementation will be to a maximum of 5~~10~~% of the TCO.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				terminate the contract and recover Liquidated Damages of 10% of contract value. Any deliverable has not been implemented or not operational, on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. The overall LD during implementation will be to a maximum of 10% of the TCO.		

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
37	38	6.35	Indemnity	(vi) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.39 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the solution at all points of time, provided however	We request the Bank to amend the clause as below: (vi) Bidder shall further indemnify the Bank against any loss or damage arising out of ~~loss of data subject to the limit agreed between the parties under clause 6.39 of the RFP~~, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the solution at all points of time, provided however	No change in RFP clause
38	39	6.35	Indemnity	The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons	We request Bank to remove this clause.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.		
39	44	6.41	Confidentiality	Confidentiality to be maintained at all times during currency as well as post severance of the relationship. Breach attributable to the Bidder is to be compensated to the Bank and any other claims raised on the Bank by the owner of information, which is compromised.	We request the Bank to amend the clause as below:Confidentiality to be maintained at all times during currency of the contract and up to 12 months as well as post severance of the relationship. Breach attributable to the Bidder is to be compensated to the Bank and any other claims raised on the Bank by the owner of information, which is compromised.	No change in RFP clause
40	47	6.54	Escrow Arrangement	Entire Clause	We request Bank to remove the entire Escrow Agreement clause of the RFP as bidder is not the owner of the product/developer of the application code being proposed in this RFP.	No change in RFP clause

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SI. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
41	48	6.55	Source Code Audit	a) The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor. 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	We request the Bank to amend the clause as below: a) The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. ~~The Bank shall also have the right to conduct source code audit by third party auditor.~~ 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 Bidder which includes support from the software Bidder for the proposed software for the full period required by the Bank.	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				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 Bidder which includes support from the software Bidder for the proposed software for the full period required by the Bank.		
42	48	6.56	Audit and Inspection of Codes / Record	Audit and Inspection of Codes / Record	We request the Bank to amend the clause as below: Audit and Inspection of ~~Codes /~~ Record	No change in RFP clause
43	49	6.56	Audit and Inspection of Codes / Record	Bank shall conduct Pre on boarding & Post on boarding Risk Assessment of the successful bidder. Bidders are required to cooperate in providing the required support during the process of Pre on boarding & Post on	The bidder requests the Bank to provide more details about the pre on-boarding and post on-boarding risk assessment in terms of details of the support expected from the bidder.	The information shall be shared with the successful bidder.

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				boarding Risk Assessment.		
44	103	7.28	C. Infrastructure Sizing	Bank is expecting 99.99% of uptime with High Availability mode in DC & DR.	We request the Bank to amend the clause as below: Bank is expecting 99.90%99.99% of uptime with High Availability mode in DC & DR.	No change in RFP clause
45	123	7.3	ANNEXURE E: PAYMENT TERMS	1. General All the Payments shall be made in Indian Rupees, as under: a) Bank will make payment on a quarterly basis after deducting penalty if any as per this RFP within 30 days of submission of the undisputed invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.	We request the Bank to amend the clause as below:1. General All the Payments shall be made in Indian Rupees, as under: a) Bank will make payment on annual a quarterly basis (in advance) after deducting penalty if any as per this RFP within 30 days of submission of the undisputed invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.	No change in RFP clause

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46	126	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	Liquidated Damages for Delay in implementation of solution: Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 1% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof (more than 3 days shall be considered as a week), subject to maximum of 10 % (Ten percent) of the TCO. In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract. If the selected bidder	We request the Bank to amend the clause as below: Liquidated Damages for Delay in implementation of solution: Penalty for delay in the Service(s) or delay in project implementation rendered for each week of delay beyond the scheduled timeline or part thereof will be a sum equivalent to 0.5%~~1~~% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof ~~(more than 3 days shall be considered as a week)~~, subject to maximum of 05%~~10 %~~ (Five~~Ten~~ percent) of the TCO. ~~In case of delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination/cancellation of the contract.~~ If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 05%~~10%~~ of contract value. Any deliverable has not been implemented or not operational, on account of which the implementation is delayed, will be deemed/treated as non-delivery	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value. Any deliverable has not been implemented or not operational, on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. The overall LD during implementation will be to a maximum of 10% of the TCO.	thereby excluding the Bank from all payment obligations under the terms of this contract. The overall LD during implementation will be to a maximum of 05%10% of the TCO.	

SI. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
47	126	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	2. Uptime: a. The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.99% for the solution as specified in Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on quarterly basis.	We request the Bank to amend the clause as below: 2. Uptime: a. The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.909% for the solution as specified in Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on quarterly basis.	No change in RFP clause
48	127	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	3. Penalty Due to Downtime:	We request Bank to consider the penalty due to downtime for solution or its components as under:(99.9% - % actual uptime)/100 * (Product Cost + ATS Cost + Additional cost if any)/ 20 Cap on quarterly penalty for each availability incident shall not exceed 5% of the (Product Cost + ATS Cost + Additional cost if any)/ 20	No change in RFP clause

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
49	129	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	4. Solution / functionality – issue resolution: Resolution in any of solution or solution functionality has to be done by Bidder and follow up with OEM has to be done by bidder only. Replacement of affected solution / its functionality / part should be received within 8 hours from the time of call logged / intimation by Bank. In case, if the successful bidder fails to provide the resolution as mentioned in the above paragraph, the penalty of Rs 5,000/- would be levied on the Successful bidder for every 8 hours or part thereof for delay in providing replacement. However, maximum cap of penalty will be 10% of Cost of the device.	We request bank to remove this clause as the same service level is covered in "3. Penalty Due to Downtime:" – page 127 of the RFP	No change in RFP clause

SI. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
50	131	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	9. Cap on Penalties Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	We request the Bank to amend the clause as below: 9. Cap on Penalties Overall cap for penalties including liquidated damages will be 05%10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	Please refer corrigendum
51	120	7.29	ANNEXURE D : ELIGIBILITY EVALUATION COMPLIANCE	Bidder should have experience of successful implementation of the AD Management Solution in minimum one organizations with 5000 users coverage in Commercial Banks/ Financial Institutions/ PSU/ Govt. Org./Payment Industry / BFSI / Private Organization in India in last 5 years as on date of RFP. Solution implemented should be live and running successfully	Can bidder include experience reference of OEM?	No change in RFP clause.

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
				as on date of RFP for minimum 5000 users.		
52					Can we get 2 vendors if we can provide seamless integration option and provide a single pane of dashboard and report	Bank expects bidder to submit proposal by co-ordinating with respective solution provider/OEM in accordance with the terms and conditions of RFP. It is the bidder's responsibility for smooth implementation and maintenance of the solution.
53	105	G. Functional Requirement of Proposed Solution	7.28. ANNEXURE C: DETAILED SCOPE OF WORK	6. Solution shall be deployed at DC and DR locations of Bank in High Availability mode providing seamless uptime.	1. Should the solution be in ACTIVE-ACTIVE in DC and DR? OR 2. Should the solution be in ACTIVE-PASSIVE in DC and DR?	As per RFP, proposed solution should be deployed in Active-Active mode in DC & DR. Hence, no change in RFP clause.
54			Annexure A: Commercial Bill FormatApplication Licenses (For DC & DR in High Availability)	Software Cost for Active Directory Management, Self-Service Portal, Password, Management, Auditing and Reporting Tool including	Active Directory Users: 22000	RFP clause is amended as under:Active Directory Users: 16000
55			Annexure A: Commercial Bill	Backup & recovery manager for Active Directory	Qty=22000	Qty = 16000

Sl. No.	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment/ Suggestions	Remarks
			Format Application Licenses (For DC & DR in High Availability)			
56			Annexure A: Commercial Bill Format ATS / Subscription Charges (For DC & DR)	Software Cost for Active Directory Management, Self-Service Portal, Password Management, Auditing and Reporting Tool including	Active Directory Users: 22000	RFP clause is amended as under: Active Directory Users: 16000
57			Annexure A: Commercial Bill Format ATS / Subscription Charges (For DC & DR)	Backup & recovery manager for Active Directory	Qty=22000	Qty = 16000

Corrigendum

Following terms stands revised:

Sn	Existing Term		Revised Term	
1	**7.30. Annexure E: Payment Terms** **2. Payment Milestone**		**7.30. Annexure E: Payment Terms** **2. Payment Milestone**	
	Particulars of Payment	**Payment Milestone**	**Particulars of Payment**	**Payment Milestone**
	Software License Cost	70% on successful installation of software licenses. 20% on UAT completion and sign off by Bank. 10% after conduction of successful DR drill and acceptance by Bank.	Software License Cost	10% on successful delivery of software licenses upon submission of POD (Proof of Delivery). 60% on successful installation of software licenses. 20% on UAT completion and sign off by Bank. 10% after conduction of successful DR drill and acceptance by Bank.
	ATS / Subscription Cost	The Subscription charges shall be paid Quarterly in arrears. Year 2 subscription charges will commence from 1st of the next month of the date of signoff by the Bank.	ATS / Subscription Cost	The Subscription charges shall be paid Quarterly in advance. Year 2 subscription charges will commence from 1st of the next month of the date of signoff by the Bank.
	Software Implementation Cost	70% on successful installation & acceptance by the Bank 30% after conduction of successful DR drill	Software Implementation Cost	70% on successful installation & acceptance by the Bank 30% after conduction of successful DR drill
	Training Cost	Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.	Training Cost	Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.

Sn	Existing Term	Revised Term
2	**9. Cap on Penalties** Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	**9. Cap on Penalties** Overall cap for penalties including liquidated damages will be 10% of TCO. Thereafter, the contract may be cancelled, and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.
3	**7.33. Annexure H: Technical & Functional Specifications Requirements** 1.12. General: Proposed solution shall facilitate backup of entire Active Directory setup including users and rights data. Automates the entire recovery process, including rebuilding the global catalogue & FSMO Role DCs.	**7.33. Annexure H: Technical & Functional Specifications Requirements** 1.12. General: Proposed solution shall facilitate backup of Active Directory User Objects and groups along with facility to restore to function Active Directory as normal.
4	**7.33. Annexure H: Technical & Functional Specifications Requirements** 1.13. General: Proposed solution should perform clean Active Directory restore, by preventing reintroduction of rootkits and other malware.	**7.33. Annexure H: Technical & Functional Specifications Requirements** 1.13. General: Proposed solution should perform clean Active Directory restore to function Active Directory as normal.
5	**7.33. Annexure H: Technical & Functional Specifications Requirements** 2.10. Compliance reports: Proposed solution should be able to generate compliance reports on International Standard Organization (ISO), Payment Card Industry Data Security Standard (PCI DSS), Reserve Bank of India (RBI), National Institute of Standards and Technology (NIST), Center for Internet Security (CIS) regulations or similar out of box regulatory reports	**7.33. Annexure H: Technical & Functional Specifications Requirements** 2.10. Compliance reports: Proposed solution should be able to generate compliance reports on SOX, HIPAA, PCI-DSS, FISMA, GLBA and should have the capability to generate Custom Reports as per the audit requirements given by Bank/its auditor / regulatory bodies/Government.

Sn	Existing Term	Revised Term
6	**7.33. Annexure H: Technical & Functional Specifications Requirements** 11.9. GP Administration and Mgmt: Solution should be able to monitors changes to GPOs natively and automatically creates a new version.	7.33. Annexure H: Technical & Functional Specifications Requirements 11.9. GP Administration and Mgmt: Solution should be able to monitor the changes on the GPOs.