

RFP Reference Number - NTB/IT/SOC/2019/03/003- Queries raised by Bidder have already been replied individually through e-mail to the respective Bidder and amendments to RFP have been informed through Corrigendum on Bank Website . The Queries raised by all the Bidders along with the Bank reply to each Query have been consolidated herewith for reference.

| S.no | Page No | Section No. | Clause No. | Point in RFP | Clarification Sought | Bank Response |
|------|---------|-------------|----------------------------------|---|---|-----------------------------|
| 1 | 20 | 3.33 | Final Bid Evaluation | Techno commercial score calculation | Bidder requests the bank to consider higher weightage to technical score and proposes 80:20 with 80% weightage for technical evaluation & 20% weightage for commercial evaluation | Please refer to corrigendum |
| 2 | 45 | 7.1 | Commercial Bid Format -Phase I | Cost of Anti Phishing & Brand Monitoring Services | The defined table has sought cost for unlimited takedowns. Bidder requests the bank to define the number of takedowns required in a year. | Please refer to corrigendum |
| 3 | 46 | 7.1 | Commercial Bid Format - Phase II | Cost of Anti Phishing & Brand Monitoring Services | | Please refer to corrigendum |

| | | | | | | |
|---|----|------|--|---|--|--|
| 4 | 18 | 3.31 | Evaluation of Technical Bids | | | No Query |
| 5 | 36 | 6 | Detailed Scope of Work | Devices | Please share the make, model & details of devices | The detail will be shared with successful bidder. |
| 6 | 36 | 6 | Detailed Scope of Work | Applications | Please share the details of business applications | The detail will be shared with successful bidder. |
| 7 | 36 | 6 | Detailed Scope of Work | Devices, Phase 2 | Please share the details of PIM, IDAM, MFA, Patch Management & AV servers | RFP of Infrastructure is under process and published in bank portal. |
| 8 | 36 | 6 | Detailed Scope of Work | Applications | Please share the details of business applications | The detail will be shared with successful bidder. |
| 9 | 31 | 4.7 | Deployment Models & Service Delivery Methodology | Phase 2 Bidder to note that, bank at any point of time within six to twelve months from Phase 1, may ask bidder to change the log storage requirement from bidder's SOC to bank's hosted data Centre (which is under process through RFP). | Bidder requests the bank to consider migration from Phase 1 to Phase after 12 months to allow SOC solution & SIEM policies to fine tune in 12 months | Please be guided by the RFP |

| | | | | | | |
|----|----|-----|------------------------------|--|--|-----------------------------|
| 10 | 15 | 3.3 | Eligibility Criteria | Additional Clause | Bidder requests an additional clause to be added "To avoid conflict of interest the bidder or any of its group / sister concern company should not be any of the following – A. Network Integrator / ISP Provider for the Bank B. Application related service provider for the Core Banking Solution for the Bank (Domestic & abroad) C. ISSPs empaneled with SBI. D. Existing DC & DR Managed services provider " | Please refer to corrigendum |
| 11 | 4 | 1 | Invitation to Bid | Date of Submission | Bidder requests the bank to extend the submission date by 2 weeks. | Please be guided by the RFP |
| 12 | 36 | 6 | Detailed Scope of Work | Devices | Bidder requests the bank to provide the Events Per Second (EPS) required for hosting the SIEM solution, as per industry best practices. | Please be guided by the RFP |
| 13 | 12 | II | Sec. 3.14 | EMD forfeiture - b) i) If the successful Bidder fails to sign the Contract in accordance | If the successful Bidder fails to sign the contract on mutually agreed upon terms and conditions. | Please be guided by the RFP |
| 14 | 21 | II | Sec. 3.37, Award of Contract | Within 30 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance | The successful Bidder reserves the right to negotiate the terms of this Proforma Contract and sign it on mutually agreed upon terms and conditions | Please be guided by the RFP |

| | | | | | | |
|----|----|-----|--|--|--|--|
| 15 | 22 | II | Sec. 3.38 vi, Placing of Purchase Order | If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system /service / process completely within the specified period, the penalty clause shall be invoked. | What will be rate of these penalties? Agregate cap on all penalties under this RFP/contract? | Please be guided by the RFP |
| 16 | 23 | II | Sec 3.40. Confidentiality and Non-Disclosure of the Document | IThe Successful bidder will be required to sign a Confidentiality and non-disclosure agreement with Bank. | Please provide a copy of the NDA that needs to be signed by the successful Bidder. | NDA will be shared with sucessful bidder only. |
| 17 | 25 | II | Sec. 3.43. Liquidated Damages | Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit. | LD is applicable only in th event of late/delayed supplies. For other non-performances, service levels shall be applicable. As for the adjustment of LDs, any LDs due and payable by the successful bidder shall be adjusted under the future invoices and not the security deposits. Subject to the other terms of the contract, Bidder would like to clarify that all penalties and Liquidated damages under this RFP/contract would be applicable only when reasons for delay/default can be soley and directly attributable to the Bidder, as a sole and exclusive remedy. | Please be guided by the RFP |
| 18 | 26 | III | Sec 4 | Statutory Laws | Vendor shall abide by all statutory compliaces, rules, laws and regulations applicable on the vendor as an IT service provider. Both Parties shall comply with applicable export and import laws. | Please be guided by the RFP |

| | | | | | | |
|----|----|-----|---|--|---|-----------------------------|
| 19 | 26 | III | Sec 4 | Arbitration & Jurisdiction | The seat of the Arbitration must be New Delhi, India. The Parties shall mutually agree and appoint one Arbitrator. If the Parties fail to come to consensus, then the Arbitration shall be conducted by three arbitrators. Each Party shall appoint an arbitrator and both the appointed arbitrators shall appoint the third arbitrator. The Jurisdiction for all disputes will be in New Delhi, India. | Please be guided by the RFP |
| 20 | 27 | III | Sec. 4.2 Term and Extension of the Contract | Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative Bidder/service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year. | Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract, however in no event shall this period exceed beyond three months , within which, the Bank shall either appoint an alternative Bidder/service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year. | Please be guided by the RFP |

| | | | | | | |
|----|--|--|--|---|---|------------------------------------|
| 21 | | | | <p>Additional Terms and Conditions: Termination for Default</p> | <p>IBM proposes- Either party may terminate the contract, with ninety days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Customer shall pay Bidder for all products and services provided up to the effective date of termination.</p> | <p>Please be guided by the RFP</p> |
| 22 | | | | <p>Liability</p> | <p>Regardless of the nature of claim, Bidder's aggregate liability for direct damages under this contract shall not exceed the charges paid by the Bank to Bidder for the individual product or service (or, 12 months charges, in the event of recurring payments) that is the subject of claim. The above limit on liability shall not apply to damages that cannot be limited under applicable law. Under no circumstances shall Bidder be liable for indirect, consequential, incidental or special damages, loss of/damage to, data, loss of profits and business and any third party claim, even if Bidder has been advised of possibility of such damages.</p> | <p>Not Accepted</p> |

| | | | | | | |
|----|-------|----|----------------------------|---|--|-----------------------------|
| 23 | 3.15. | 12 | Security Deposit | <p>Security Deposit</p> <ul style="list-style-type: none"> • The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value. • Validity: Valid for the 60 Months (to be extended for further 2 years if contract is extended for further 2 years). The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later. • In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law. | Termination leading to invoke PBG / Security is not acceptable. Please propose Deviation. Business to review with Delivery, legal and treasury | Please be guided by the RFP |
| 24 | 3.16. | 12 | Period of Validity of Bids | <p>Period of Validity of Bids</p> <p>Validity of bid will be 180 days from the last date of submission of bid. Any bid of a shorter period may be rejected by the Bank as non- responsive.</p> <p>In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more. The validity of EMD may also be extended if required. Any clarification or response thereto on extension of bid of period of bid submission or extension of period of validity of EMD shall be done as per clause 3.7 of this RFP document.</p> | Price will be valid for 30 Days (standard). For any extended validity please ensure we have 100% back-to-back agreement with ALL OEMs involved in the deal. Any additional requirement must be routed through RFC/PCR. | Please be guided by the RFP |

| | | | | | | |
|----|-------|----|---|--|---|-----------------------------|
| 25 | 3.32. | 20 | Evaluation of Commercial Bids | <p>Evaluation of Commercial Bids</p> <p>Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic total value with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.</p> | Treasury, Delivery and Legal to review and comment | Clause removed from RFP |
| 26 | 3.34. | 21 | Bank's Right to Vary Scope of Contract at the time of Award | <p>Bank's Right to Vary Scope of Contract at the time of Award</p> <p>The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.</p> <p>If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 3.34) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.</p> | Are we proposing fixed Scope? Business to confirm. Alteration of quantities is against the concept of fixed scope unless we have a minimum commitment and requires multiple approvals. If there is a clause on the alteration of quantity, pricing advise to propose rate card and business to be aware of signing recognition. | Please be guided by the RFP |

| | | | | | | |
|----|-------|----|----------------------------|--|--|----------|
| 27 | 3.38. | 22 | Placing of Purchase Orders | <p>Placing of Purchase Orders</p> <p>Quantities mentioned in BoQ (Bill of Quantity) are indicative and THE NAINITAL BANK LTD. reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.</p> <p>For procurement of Hardware/software/solution/system/service the Bank will issue Purchase order and will be placed on the vendor in hardcopy format.</p> <p>Objection, if any, on the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of Purchase Order for modifications, otherwise it shall be assumed that the vendor has accepted the Purchase Order in toto.</p> <p>If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system / service / process completely within the specified period, the penalty clause shall be invoked.</p> <p>The decision of THE NAINITAL BANK LTD. shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD. reserves the right to accept or reject an offer without assigning any reason whatsoever.</p> | | No Query |
|----|-------|----|----------------------------|--|--|----------|

| | | | | | |
|----|-------|----|---|---|------------------------------------|
| 28 | 3.37. | 22 | <p>THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of - 30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.</p> <p>In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder.</p> | <p>Termination for insolvency mentioned by the bank.</p> <p>Highlighted clause to be reviewed by legal to review along with Business to ensure IBM is at NO Risk.</p> | <p>Please refer to corrigendum</p> |
|----|-------|----|---|---|------------------------------------|

| | | | | | | |
|----|-------|----|--------------------|---|--|-------------------------|
| 29 | 3.43. | 25 | Liquidated Damages | <p>Liquidated Damages If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 0.5% of the Total Charges per week of the yearly order value , subject to a maximum of 10 % of total charges as LD for non-performance/delayed performance.</p> <p>LD is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank or Force Majeure. The selected Bidder shall submit the proof authenticated by the Service Provider and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank or Force Majeure or any other circumstances beyond the control of the Service Provider, then the Bank will continue with the contract without claiming any Liquidated Damage. Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | <p>LD/ Penalty will be factored in Cost Case as per DA approval. Please ensure SUM of ALL LDs/Penalties (independent of each other) does not exceed 10% of TCV. Also, all LDs/Penalties must be covered under Limitation of Liability clause. ITS DA to confirm the delivery timelines for project execution based on which LD will be factored in cost case. MTS DA to confirm the SLA based penalty clause and costing. Legal to review on Customer RFP Clause</p> | Please be guided by RFP |
|----|-------|----|--------------------|---|--|-------------------------|

| | | | | | | |
|----|------|----|---------------|--|--|----------|
| 30 | 4.1. | 27 | Time Schedule | <p>Stipulated Time Schedule The key milestone dates as anticipated by the Bank are- Date of release of Purchase Order and project timelines viz-a-viz penalties-</p> <p>Date of release of Purchase Order-T day Purchase Order acceptance by successful bidder-T+5 days</p> <p>Sr. Roadmap as per phases mentioned under point no.4.8 of Section-III Project Timelines i.e. "T" Penalties Remarks 1. Phase 1- -List of requirements to be shared with the Bank. -Bank's readiness with requirements -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document.</p> <p>-T+10 days</p> <p>-T+15 days -30 days from date of confirmation letter for bank's readiness For any delay in operationalization beyond scheduled timelines, a penalty of 0.5% of yearly order value per week will be charged from successful bidder. For any delay less than a week, the penalty will be charged proportionately. On Successful signoff by the THE NAINITAL BANK LTD. Authority</p> <p>2. Phase 2- -List of requirements to be shared by the bidder with the Bank. -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP</p> | | No Query |
|----|------|----|---------------|--|--|----------|

document.

-T+15 days D10

-30 days from date of confirmation letter for bank's readiness for Phase 2

On successful acceptance and signoff

The Bidder shall perform the Services and comply in all respects with the critical dates and failure on part of the Bidder to meet the critical dates without prejudice to any other rights that the Bank may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty and/or termination of the Contract at the discretion of the Bank

| | | | | | | |
|----|------|---------|-------------------------|---|--|----------|
| 31 | 4.6. | 29 & 30 | Service Level Agreement | <p>Service Level Agreements* S No.Service Area Service Level Penalty 1. Monitoring & Incident Alerting Log Analysis Services</p> <p>24x7 monitoring of all inscope devices. Categorization of Incidents into Critical, High, Medium and Low priority shall be carried out in consultation with the selected bidder during the contract period.</p> <p>All Critical, High and Medium priority incident should be logged as incident tickets and alerted as per SLA.</p> <p>1 Critical incident within 15 minutes of the event identification. 2 High priority incident within 30 minutes of the event</p> <p>1) Critical incident within 15 minutes 2) High priority incident within 30 minutes 3) Medium priority incident within 60 minutes 97.5% and above N.A. 95% to 97.49% 1% of monthly payment 92.5% to 94.99% 3% of monthly payment 90% to 92.49% 5% of monthly payment <90% 25 % of monthly payment</p> <p>Threshold: SLA compliance measured per month</p> | | No Query |
|----|------|---------|-------------------------|---|--|----------|

identification. 3 Medium priority incident within 60 minutes of the event identification

2.

Incident Investigation Reports

Sending out detailed investigation report post alert notification. Action plan/ mitigation steps should be alerted to designated bank personnel as per the below SLA:

1 Critical incident within 60 minutes of the event identification. 2 High priority incident within 90 minutes of the event identification. 3 Medium priority incident within 180 minutes of the event identification

1) Critical incident within 60 minutes 2) High priority incident within 90 minutes 3) Medium priority incident within 180 minutes 97.5% and above N.A.

95% to 97.49%

1% of monthly payment

92.5% to 94.99%

3% of monthly payment

90% to 92.49%

5% of monthly payment

<90%

25 % of monthly payment

Threshold: SLA compliance measured per month

3.

Network Threat Hunting Report

Once in 24 hours N.A.

4. Reports and Dashboard • Daily Reports: By 10:00 AM everyday

- Weekly Reports: By 10:00 AM, Monday
- Monthly Reports: 5th working day of each month

Threshold: SLA compliance 95%, measured per month

Penalty: 3% of monthly payment.

5 Service uptime

- 99.5% and above
- 98% to 99.4%
- 95% to 97.99%
- 90% to 94.99%
- Less than 90%

No penalty 3% of monthly billing 5% of monthly billing 10% of monthly billing 100% of monthly billing

*SLA may be changed by the bank at its discretion during signing of agreement with the qualified bidder.

Maximum penalty in a month will be capped to 25% of monthly SOC operations charges except service uptime.

| | | | | | |
|----|------|----|--|--|-----------------------------|
| 32 | 4.3. | 28 | <p>The cost quoted should include the licensing, monitoring services rendered through the vendor's SOC on 24 x 7x365 basis. The cost should include Integration of bidder's SIEM solution with the existing Bank's devices, as no Separate charges will be paid. In any circumstances no other additional cost shall be payable by the Bank on account of any software / tools used by the Service Provider for rendering the services as required in the Tender. The bidder should make his own arrangement for providing such software / tools used at his own cost. The responsibility to ensure that only legal, authorized, licensed versions of software / tools provided by the bidder and used by its employees are used for extending the required services, lies solely with the bidder. The Bank in no way be a part of any litigation arising out of using unauthorized software / tool used by the bidder/service provider.</p> | Delivery and Business to review and ensure IBM is at NO Risk | Please be guided by the RFP |
|----|------|----|--|--|-----------------------------|

| | | | | | | |
|----|------|---|------------------|--|--|-----------------------------|
| 33 | 4.4. | 28 | Payment Schedule | <p>Payment Schedule</p> <p>Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule (for both phases):</p> <p>Sr. No. Item Payment Schedule Deliverables 1 Managed Services 100% payment of OPEX in Arrear shall be made after completion of every Month. Copy of single Bill to be submitted to bank, with the corresponding SLA Report</p> <p>All Payments shall be made in Indian Rupees Only and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.</p> | <p>Please propose IBM Standard Billing & Payment Terms. Any NON-STANDARD billing and payment terms must be approved by Credit/AR/CFO. Please propose IBM Standard LPF clause too.</p> <p>Also, the billing and payment term is only for On going services. How about the supply? Please clarify on the billing and payment term along with up-front sale applicable or not if any as there is an LD clause mentioned in the RFP.</p> | Please be guided by the RFP |
| 34 | 15 | 3.30. Evaluation of Eligibility Criteria | 3.30 | Companies year of existance requirement is 7yrs | Sequaretek, the company intent to bid for this tender is registered and operational for last 5yrs focusing only Cyber Security solution/service. We would request to provide relaxation and amend the elegibility creteria to 5yrs so that we can participate in this Tender considering MSME norms, and we will share our registration certificate for MSME. | Please be guided by the RFP |

| | | | | | | |
|----|----|---|------|---|---|-----------------------------|
| 35 | 15 | 3.30. Evaluation of Eligibility Criteria | 3.30 | <p>Turnover of 50 crores in each of the last three financial years in India.</p> <p>Annual turnover of atleast (INR) 10 crores in providing cyber security services in each of the last three financial years in India.</p> | <p>As sequaretek is operational only from the last 5 yrs and focusing on Cyber Security solution, a profit making organisation with Annual Turnover more than 10 Crores and service major BFSI customer in India. Currently we are serving around 20 customer for SOC services only. so would request you to give us a chance by giving relaxation in eligibility criteria as per MSME norms.</p> | Please be guided by the RFP |
| 36 | 15 | 3.3 | EC 3 | <p>The Bidder should have been managing a well-established own Security Operations Centre (SOC) including proposed SIEM tool in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years.</p> <p>Documents Required: Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including proposed SIEM tool.</p> | <p>Request to amend the clause to documents required: Bidder must provide client reference like undertaking from Company Secretariat, purchase orders etc. for confirming that it is providing SOC services including proposed SIEM tool.</p> | accepted |
| 37 | 17 | 3.31. Evaluation of Technical Bids | 1 | <p>Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India (As on 31.12.2018)</p> | <p>Request to amend the clause to: Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services in India(As on 31.12.2018)</p> | Please refer to corrigendum |

| | | | | | | |
|----|----|--|-------------------|--|--|-----------------------------|
| 38 | 18 | 3.31. Evaluation of Technical Bids | 2 | The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India to BFSI/PSUs in India . (As on 31.12.2018) | Request to amend the clause to: The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services in India to BFSI/PSUs in India .(As on 31.12.2018) | Please refer to corrigendum |
| 39 | 18 | 3.31. Evaluation of Technical Bids | 3 | No. of BFSI/PSUs where the proposed SIEM solution should have been providing SOC services in India during the last three years (As on 31.12.2018) | Request to amend the clause to: No. of BFSI/PSUs where the bidder have either implemented or providing SOC Services using the proposed SIEMsolution in India during the last three years (As on 31.12.2018) | Please refer to corrigendum |
| 40 | 26 | 4.1 Stipulated Time Schedule | 1 | Phase 1–Project Timelines -T+10 days -T+15 days -30 days from date of confirmation letter for bank's readiness | Request to amend the clause to: Phase 1–Project Timelines -T+10 days -T+15 days -60 days from date of confirmation letter for bank's readiness | Please be guided by the RFP |
| 41 | 5 | 1.1 Document Control Sheet | Bid Validity Days | Bid Validity days 180 days from the last date for submission of bid | Bid Validity days 180 90 days from the last date for submission of bid | Please be guided by the RFP |

| | | | | | | |
|----|----|--|--------------------------------------|--|---|-----------------------------|
| 42 | 7 | 3. Section II: Instructions for Bid Submission | 3.1 Executive summary of the project | <p>The Nainital Bank Limited is looking for the System Integrator (SI) for Managed Security Services to run Bank' Security Operation Centre (SoC) services with Managed, Detection and Response (MDR) capabilities in this RFP document, for a period of 5 years (which may be extended at sole discretion of the Bank for further period of 2 years) as under:</p> | <p>The Nainital Bank Limited is looking for the System Integrator (SI) for Managed Security Services to run Bank' Security Operation Centre (SoC) services with Managed, Detection and Response (MDR) capabilities in this RFP document, for a period of 5 years (which may be extended at sole discretion of the Bank for further period of 2 years <u>on mutually agreed terms and conditions</u>) as under:</p> | Please be guided by the RFP |
| 43 | 11 | Firm Prices | 3.12 | <p>Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.</p> <p>The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in Section VI – Commercial Bid. However, should there be a change in the applicable taxes, the same may apply.</p> | <p>Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.</p> <p>The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in Section VI – Commercial Bid. However, should there be a change in the applicable taxes, the same may apply.</p> | Please be guided by the RFP |

| | | | | | | |
|----|----|-----------------------------|-------|--|--|-----------------------------|
| 44 | 12 | Earnest Money Deposit (EMD) | 3.14 | <p>The EMD may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or</p> <p>b. in the case of a successful Bidder, if the Bidder fails;</p> <p>i. to sign the Contract in accordance; or</p> <p>ii. to furnish Security Deposit/Bank Guarantee for contract performance</p> | <p>The EMD may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or</p> <p>b. in the case of a successful Bidder, if the Bidder fails;</p> <p>i. to sign the mutually agreed Contract in accordance; or</p> <p>ii. to furnish Security Deposit/Bank Guarantee for contract performance after signing of mutually agreed contract.</p> | Please be guided by the RFP |
| 45 | 12 | Security Deposit | 3.15. | <p>In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.</p> | <p>In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.</p> | Please be guided by the RFP |
| 46 | 12 | Period of Validity of Bids | 3.16. | <p>Validity of bid will be 180 days from the last date of submission of bid. Any bid of a shorter period may be rejected by the Bank as non- responsive. In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more. The validity of EMD may also be extended if required. Any clarification or response thereto on extension of bid of period of bid submission or extension of period of validity of EMD shall be done as per clause 3.7 of this RFP document.</p> | <p>Validity of bid will be 18090 days from the last date of submission of bid. Any bid of a shorter period may be rejected by the Bank as non- responsive. In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more. The validity of EMD may also be extended if required with the consent of the Bidder. Any clarification or response thereto on extension of bid of period of bid submission or extension of period of validity of EMD shall be done as per clause 3.7 of this RFP document.</p> | Please be guided by the RFP |

| | | | | | | |
|----|----|------------------------------------|-------|--|---|-----------------------------|
| 47 | 15 | Evaluation of Eligibility Criteria | 3.30. | Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid. | | No Query |
| 48 | 20 | Evaluation of Commercial Bids | 3.32 | Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic total value with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. | Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic total value with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. | Please refer to corrigendum |

| | | | | | | |
|----|----|--|-------|--|--|-----------------------------|
| 49 | 20 | Final Bid Evaluation (Techno commercial bid) | 3.33. | <p>The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.</p> <p>If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking. If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender.</p> | <p>The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.</p> <p>If any bidder withdraws his bid, at any stage after the submission of the bid, till the end of bid validity period final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking. If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to</p> | Please refer to corrigendum |
|----|----|--|-------|--|--|-----------------------------|

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. | |
|--|--|--|--|--|--|--|

| | | | | | | |
|----|----|---|-------|--|--|-----------------------------|
| 50 | 21 | Bank's Right to Vary Scope of Contract at the time of Award | 3.34. | as per RFP | to be deleted. | Please be guided by the RFP |
| 51 | 21 | Notification of Award | 3.36. | <p>Prior to the expiration of the period of bid validity (180 days from last date of bid submission or any extended period), the Bank will notify the successful Bidder in writing that its bid has been accepted.</p> <p>The notification of award will constitute the formation of the Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will discharge its EMD</p> | <p>Prior to the expiration of the period of bid validity (180 <u>30</u> days from last date of bid submission or any extended period), the Bank will notify the successful Bidder in writing that its bid has been accepted.</p> <p>The notification of award will constitute the formation of the Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will discharge its EMD</p> | Please be guided by the RFP |

| | | | | | | |
|----|----|-------------------|-------|---|---|-----------------------------|
| 52 | 21 | Award of Contract | 3.37. | <p>Within 30 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance</p> <p>The contract period will be commencing from the date of signing of contract and will be valid for 5 years (which may be extended for next 2 years at sole discretion of the Bank).</p> <p>Keeping in view the project commitment, THE NAINITAL BANK LTD. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.</p> <p>The Security Deposit shall be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank.</p> <p>Security Deposit should be valid for the entire period of 60 months and shall be renewed if required.</p> <p>Thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.</p> <p>THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of - 30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise</p> | <p>Within 30 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract <u>on mutually agreed terms</u> and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance</p> <p>The contract period will be commencing from the date of signing of contract and will be valid for 5 years (which may be extended for next 2 years at sole discretion of the Bank <u>on mutually agreed terms</u>).</p> <p>Keeping in view the project commitment, THE NAINITAL BANK LTD. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required <u>upon payment of applicable fee.</u></p> <p>The Security Deposit shall be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank.</p> <p>Security Deposit should be valid for the entire period of 60 months and shall be renewed if required.</p> <p>Thereafter on satisfactory performance and completion of <u>material terms of</u> contract, the Security Deposit shall be refunded to the vendor without any</p> | Please be guided by the RFP |
|----|----|-------------------|-------|---|---|-----------------------------|

insolvent,
provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.
In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder

interest.
THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor ~~without any compensation~~, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender **material** terms and conditions ~~or any other reason amounting to disruption in service~~, the Termination and Exit Management clause to be incorporated in contract, will be invoked **subject to cure period**.
In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder

| | | | | | | |
|----|----|---|-------|--|--|-----------------------------|
| 53 | 22 | Placing of Purchase Orders | 3.38. | Quantities mentioned in BoQ (Bill of Quantity) are indicative and THE NAINITAL BANK LTD. reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions. | Quantities mentioned in BoQ (Bill of Quantity) are indicative and THE NAINITAL BANK LTD. reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP It should be restricted to +/-10% maximum of the quantity quoted as per RFP. without any change in unit price or any other terms and conditions. Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity. | Please be guided by the RFP |
| 54 | 23 | Bank Guarantee for Contract Performance | 3.39. | Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the Bank Guarantee/Security Deposit. | Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the Bank Guarantee/Security Deposit. | Please be guided by the RFP |

| | | | | | | |
|----|----|--|-------|---|---|-----------------------------|
| 55 | 23 | Bank Guarantee for Contract Performance | 3.39 | if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder | if the Bank gets the work done from elsewhere, the difference in the cost of getting the undelivered work done shall be borne by the successful Bidder. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. | Please refer to corrigendum |
| 56 | 23 | Confidentiality and Non-Disclosure of the Document | 3.40. | Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract and legal action against the bidder for breach of trust. | Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract and legal action against the bidder for breach of trust. The Successful bidder will be required to sign a mutual Confidentiality and non-disclosure agreement with Bank <u>on terms agreeable to both parties.</u> | Please refer to corrigendum |

| | | | | | | |
|----|----|--------------------------|-------|---|--|-----------------------------|
| 57 | 24 | Tender Related Condition | 3.41. | <p>The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank then the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and/or claim for damages before the court of law, resulting from such rejection/termination as the case may be.</p> | <p>The Bidder should not be involved in any major litigation/arbitration that may have an adverse material impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank then the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and/or claim for damages before the court of law, resulting from such rejection/termination as the case may be.</p> | Please be guided by the RFP |
| 58 | 25 | Liquidated Damages | 3.43. | <p>Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | <p>Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | Please be guided by the RFP |

| | | | | | | |
|----|----|--------------------|------|--|---|-----------------------------|
| 59 | 25 | Liquidated Damages | 3.43 | <p>If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 0.5% of the Total Charges per week of the yearly order value , subject to a maximum of 10 % of total charges as LD for non-performance/delayed performance.</p> <p>Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | <p>If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 0.5% 0.25% of the value of the undelivered/defaulted portion of goods and services Total Charges per week of the yearly order value, subject to a maximum of 10% 2.5 % of annualized contract value of total charges as LD for non-performance/delayed performance.</p> <p>Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | Please be guided by the RFP |
|----|----|--------------------|------|--|---|-----------------------------|

| | | | | | | |
|----|----|--|---|---|--|-----------------------------|
| 60 | 26 | Section III – General Conditions of the Contract, Service Levels Agreement (SLA)& Deployment Model and Service Delivery Methodology | 4 | <p>Arbitration: If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in Nainital, Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with the bank only.</p> <p>Jurisdiction: The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.</p> | <p>Arbitration: If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in New Delhi Nainital, Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with both parties the bank only.</p> <p>Jurisdiction: The Jurisdiction for all disputes will be in the city of New Delhi Nainital (Uttarakhand), India.</p> | Please be guided by the RFP |
|----|----|--|---|---|--|-----------------------------|

| | | | | | | |
|----|----|-----------------------------|-----|---|---|-----------------------------|
| 61 | 27 | Stipulated Time Schedule | 4.1 | <p>The Bidder shall perform the Services and comply in all respects with the critical dates and failure on part of the Bidder to meet the critical dates without prejudice to any other rights that the Bank may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty and/or termination of the Contract at the discretion of the Bank</p> | <p>The Bidder shall perform the Services and comply in all respects with the critical dates and failure on part of the Bidder to meet the critical dates without prejudice to any other rights that the Bank may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty and/or termination of the Contract at the discretion of the Bank</p> | Please be guided by the RFP |
|----|----|-----------------------------|-----|---|---|-----------------------------|

| | | | | | | |
|----|----|--------------------------|-----|---|--|-----------------------------|
| 62 | 27 | Stipulated Time Schedule | 4.1 | <p>Roadmap as per phases mentioned under point no.4.8 of Section-III Project Timelines i.e. "T" Penalties Remarks 1. Phase 1– -List of requirements to be shared with the Bank. -Bank’s readiness with requirements -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document.</p> <p>-T+10 days</p> <p>-T+15 days -30 days from date of confirmation letter for bank’s readiness For any delay in operationalization beyond scheduled timelines, a penalty of 0.5% of yearly order value per week will be charged from successful bidder. For any delay less than a week, the penalty will be charged proportionately. On Successful signoff by the THE NAINITAL BANK LTD. Authority</p> <p>2. Phase 2- -List of requirements to be shared by the bidder with the Bank. -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document.</p> <p>-T+15 days</p> <p>-30 days from date of confirmation letter for bank’s readiness for Phase 2 On successful acceptance and signo</p> | <p>Roadmap as per phases mentioned under point no.4.8 of Section-III Project Timelines i.e. "T" Penalties Remarks 1. Phase 1– -List of requirements to be shared with the Bank. -Bank’s readiness with requirements -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document.</p> <p>-T+10 days</p> <p>-T+15 days -30 days from date of confirmation letter for bank’s readiness For any delay in operationalization beyond scheduled timelines, a penalty of 0.5% of yearly order value per week will be charged from successful bidder. For any delay less than a week, the penalty will be charged proportionately. On Successful signoff by the THE NAINITAL BANK LTD. Authority</p> <p>2. Phase 2- -List of requirements to be shared by the bidder with the Bank. - Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document.</p> <p>-T+15 days</p> <p>-30 days from date of confirmation letter for bank’s readiness for Phase 2 On successful acceptance and signo</p> | Please be guided by the RFP |
|----|----|--------------------------|-----|---|--|-----------------------------|

| | | | | | | |
|----|----|------------------------------------|-----|---|---|-----------------------------|
| 63 | 27 | Term and Extension of the Contract | 4.2 | <p>During extended period (if any) if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year.</p> | <p>During extended period (if any) if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder , the term and conditions for SLA, penalty and Prices for services, AMC & Manpower shall be on mutually agreed terms and conditions. remain same as given for 5th Year.</p> | Please be guided by the RFP |
| 64 | 27 | Term and Extension of the Contract | 4.2 | <p>Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative Bidder/service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year.</p> | <p>Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative Bidder/service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year. Prices for the extended period of the services will be renegotiated.</p> | Please be guided by the RFP |

| | | | | | | |
|----|----|--------------------------|-----|--|---|-----------------------------|
| 65 | 27 | Prices | 4.3 | Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Limited. | Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Limited. | Please be guided by the RFP |
| 66 | 28 | Payment Schedule | 4.4 | Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule (for both phases): | Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule (for both phases): Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer. | Please be guided by the RFP |
| 67 | 30 | Service Level Agreements | 4.6 | Maximum penalty in a month will be capped to 25% of monthly SOC operations charges except service uptime. | The Aggregate Maximum penalty in a month will be capped to 25% 2.5% of monthly SOC operations charges except service uptime. | Please refer to corrigendum |

| | | | | | | |
|----|----|----------------------------|-----|--|---|-----------------------------|
| 68 | 29 | Service Level Agreements | 4.6 | Monitoring & Incident Alerting - Penalty - <90% 25% of monthly Payment. | | Please refer to corrigendum |
| 69 | 30 | Service Level Agreements | 4.6 | Incident Investigation Reports - Penalty - <90% 25% of monthly Payment. | | Please refer to corrigendum |
| 70 | 49 | Bank Guarantee (BG) Format | 7.2 | <p>THE CONDITIONS of this obligation are: 1 If the Bidder withdraws its Bid during the period of bid validity specified in the RFP aforesaid; or 2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, the Bidder: a) fails or refuses to execute the Contract; or b) fails or refuses to furnish the Security Deposit/ Bank Guarantee for contract performance</p> | <p>THE CONDITIONS of this obligation are: 1 If the Bidder withdraws its Bid during the period of bid validity specified in the RFP aforesaid; or 2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, the Bidder: a) fails or refuses to execute the Contract <u>on mutually agreed terms</u>; or b) fails or refuses to furnish the Security Deposit/ Bank Guarantee for contract performance <u>after signing of contract on mutually agreed terms.</u></p> | Please be guided by the RFP |
| 71 | | Taxes | | Not present in RFP | Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer. | Accepted |
| 72 | | Savings Clause | | Not present in RFP | Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever. | Not Accepted |

| | | | | | | |
|----|--|-------------------|--|--------------------|--|-----------------------------|
| 73 | | Deemed Acceptance | | Not present in RFP | <p>Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.</p> | Not Accepted |
| 74 | | Arbitration | | Not present in RFP | <p>This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this Agreement shall be subject to the jurisdiction of the courts at Delhi.</p> | Please be guided by the RFP |
| 75 | | SNR | | Not present in RFP | <p>Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.</p> | Please be guided by the RFP |

| | | | | | | |
|----|--|----------------------------|--|--------------------|---|--------------|
| 76 | | Transfer of risk and title | | Not present in RFP | Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location. | Not Accepted |
| 77 | | Limitation of Liability | | Not present in RFP | <p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim.</p> | Not accepted |

| | | | | | | |
|----|--|---------------|--|--------------------|--|--------------|
| 78 | | Termination | | Not present in RFP | <p>Notwithstanding anything to the contrary, either Party shall have the right to terminate this Agreement at any time with cause, in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.</p> <p>In the event of termination of any nature, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by the Bank as per termination schedule till the date of termination. | Not accepted |
| 79 | | Change Orders | | Not present in RFP | <p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p> | Not accepted |

| | | | | | | |
|----|--|-------------------------|--|--------------------|---|--|
| 80 | | Pass through Warranties | | Not present in RFP | <p>Since Bidder is acting as a reseller of third products, Bidder shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.</p> | Not accepted |
| 81 | | Publicity | | Not present in RFP | <p>Notwithstanding the above, Bidder may share Contract/engagement/ project details and relevant documentation to its customers/ prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.</p> | As per NDA signed with the Successful bidder |
| 82 | | Intellectual Protection | | Not present in RFP | <p>Notwithstanding anything to the contrary, no intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Bank.</p> | Bank will deliberate on the subject at the time of contract. |

| | | | | | | |
|----|--|----------|--|--------------------|--|--|
| 83 | | Audit | | Not present in RFP | <p>Notwithstanding anything contained in this RFP:</p> <p>a) Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data.</p> <p>b) All audit, barring those required under a regulatory or statutory requirement, shall be done only on an annual basis.</p> | Bank will deliberate on the subject at the time of contract. |
| 84 | | Non-hire | | Not present in RFP | <p>During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity</p> | Accepted and will be part of contract |

| | | | | | | |
|----|----|-----|---------------------------------------|--|---|---|
| 85 | 6 | 3 | 3.1. Executive summary of the project | "About Nainital Bank" | Please provide total number of Users & Log sources and approximate Data (Logs) size per day storage to be monitored in Scope to facilitate the sizing of the solution. | For Log sources please refer RFP and users are approximately 1000 with 20% YOY growth |
| 86 | 41 | 6.3 | Technical Specifications: (5.2) | Solution should have advanced techniques such as machine learning that considers contextual parameters, historical behavior& external threat intelligence to score an alert based on criticality in real time. | This section clearly asks for AI, ML capabilities which is highly critical for SOC, however, there is no mention of both qualitative and quantitative measures. Example: How many ready to use Machine Learning Models & Use cases are available by default since the beginning of service is a very critical point. Different bidders will score equally around these points even if one bidder has just 10 ML models and other bidder has 1000 plus ML models since Day 1 of service to the Bank. We request bank to provide some technical score mechanism around this criteria. | Please be guided by the RFP In Technical Presentation |
| 87 | 38 | 6.1 | Schedule of Requirements | Continuous Improvement: Continuously improve SOC operations. | This section clearly talks about continuous improvement of SOC and use of AI & ML | |

| | | | | | | |
|----|----|-----|--|--|--|---|
| 88 | 38 | 6.1 | Schedule of Requirements: e | Augmentation of rule-based detection systems with new approaches such as machine learning & Artificial Intelligence to detect patterns, abnormalities. | <p>technologies to detect patterns & abnormalities. As during the complete tenure of project there will be multiple new learnings, incidences and requirements within Bank that will require creation and application of new and customized ML models in time. Bidder who provides the service through solution which enables them to quickly and easily create and apply customized machine learning models using solution console (GUI based) without the need of Programming language and taking much time, should get higher technical score.</p> | Please be guided by the RFP In Technical Presentation |
| 89 | 40 | 6.3 | Technical Specifications: 2 Threat Hunting | Full section | <p>This section only refers AI & ML but lacks the Big Data component as offering. Bank and the amount of data it has will be growing exponentially and hence processing of Historical Data is equally important. We request bank to mention in RFP - Big-Data environment for its backend which is more reliable and faster as compared to traditional storage systems. Also, the bank should get the open choice of big data during the complete project tenure. There should be technical scoring on this point.</p> | Please be guided by the RFP In Technical Presentation |

| | | | | | | |
|----|----|-----|---|---|---|--------------------------------------|
| 90 | 44 | 6.6 | Interoperability | a) The entire proposed system/ subsystem should be interoperable, in order to support information flow and integration. b) Operating systems and storage technologies from several vendors must interact well with each other. These systems should also support the open architecture solutions where information/ data can be ported to any system, whenever desired. | As this section clearly asks, the Big Data backend should also comply with this section. The bank must get the open choice of big data through respective bidder. That means that in case there is any change in big data lake there must be on the fly integration from one big data lake to the other without any data loss. | Please refer to corrigendum |
| 91 | 27 | 4.1 | Stipulated Time Schedule | 30 days from date of confirmation letter for bank's readiness. Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document. | Request to provide 90days for installation and configuration in Phase 1 and 60days for Phase 2 | Please be guided by the RFP |
| 92 | 27 | 4.2 | Term of Extension | The term of this Contract will commence from the date of signing of contract and will be valid for a period of five years (including both Phases 1 & 2) and may be extended for next 2 years at sole discretion of the Bank. | Do we have to factor licenses cost for 5 years or 7 years. | Please be guided by the RFP |
| 93 | 29 | 4.6 | SLA - 2 Incident Investigation | Critical 60/ High 90/ Medium 180 | Critical 4hrs/ High 8hrs/ Medium 12hrs | Please be guided by the RFP |
| 94 | 29 | 4.6 | SLA - 4 Report and Dashboard | | Do bidder has to provide ticketing/ monitoring tool or bank have any existing tool which needs to be integrated. | Bidder have to provide |
| 95 | 31 | 4.7 | Deployment Model and Service Delivery - Phase 1 | Log Storage at bidder location | Generally logs are available at bidders for 1-2 months. Kindly specify time and log collection storage requirement. | 1 month online and 5 months off line |
| 96 | 31 | 4.7 | Deployment Model and Service Delivery - Phase 2 | Log Storage at Bank location | Hardware to be provided by bank for storing online and offline log. Please share log retention policy so we can recommend hardware requirement accordingly. | Refer Corrigendum |

| | | | | | | |
|-----|----|-----|---|---|--|---|
| 97 | 31 | 4.7 | Deployment Model and Service Delivery - Phase 2 | Bidder to consider near DR and far DR requirements in the proposed design since the monitoring service is required for devices installed at Bank's near DR and far DR site as well. | Since in RFP it is only mentioned for DC and DR only. Need details for far DR or Near DR. | Bidder have to monitor DC & DR in Phase1 and DC, NDR & DR in Phase2. |
| 98 | 32 | 4.7 | Deployment Model and Service Delivery | Any interfaces/custom connectors required for integration be developed by the bidder for successful implementation of the SOC at no extra cost to the bank. | Please share list of custom application if any | Please be guided by the RFP |
| 99 | 32 | 4.7 | Deployment Model and Service Delivery | Scope involves on-boarding of such devices to the monitoring platform, transition to new devices, at no additional cost to the Bank. | Since engagement is for 5yrs so we need to take some benchmark for new on-boarded devices. Kindly mention | Please be guided by the RFP |
| 100 | 32 | 4.7 | Deployment Model and Service Delivery | Development and implementation of processes for management and operation of the SOC including (but not limited to) the following processes: Configuration/ Change/SOP/Training/Data retention and disposal | Need clarity since operation is being managed by bidder so do we need to follow any bank policy for asked process. | Bank follow all RBI guidelines, SOC vendor has to comply with all the processes and guidelines. |

| | | | | | | |
|-----|----|-----|--|---|--|---|
| 101 | 37 | | SCOPE OF ANTI-PHISHING & BRAND MONITORING MANAGED SERVICES | Monitor spoofed email ids that may be used for sending emails to the customers of the Bank and take appropriate steps to protect the bank interest. | For stopping phishing and spoofed mails with Bank's brand (@nainitalbank.co.in), it would be required to implement DMARC email authentication through a DMARC analytics tool. This is also as per the RBI circular (DBS.CO/CSITE/No.3802/31.01.015/2017-18) dated December 15, 2017 on the subject "Securing Email System – Implementation of DMARC". This implementation of DMARC using a DMARC analytics tool can be included in the SOC services scope of work. Is this required to be included as part of the SoW. If yes, please share the mail domains to be protected and approximate annual outbound mail volumes for each active mail domain to be protected. | As on date Bank is using Gmail as corporate mail solution and DMARC is enabled on the same. Bidder has to monitor and manage the corporate mails as per RBI guidelines. |
| 102 | 32 | 4.7 | Deployment Model and Service Delivery | Vendor to provide support to the Bank's team in integration of the in-scope devices & identification of correct log baselines & configuration changes required for effective correlation & monitoring. | The support will be only providing recommendation and configuration guidelines at the end devices. The execution will be done by respective device owners. Please confirm if the understanding is correct. | Yes |
| 103 | 38 | 6.1 | Schedule of Requirements | Incident Management: Reporting and logging of information security incidents through the use of appropriate ticketing tools. Track and monitor the closure of these information security incidents and Escalation of these incidents to appropriate teams/ individuals in the bank if required. | Please confirm if bank already have a ticketing tool deployed. Please share which tool has been deployed as ITSM. If not then does bank want bidder to propose the ticketing tool as well or they want to use the SIEM native case management solution as Ticket generation. | Bank is not using any ticketing tool. Bidder have to provide ticketing tool. |

| | | | | | | |
|-----|----|------|-------------------------------------|--|--|--|
| 104 | 36 | 6 | Section V - Detailed Scope of Work: | 11 Application 06 | Please share the list of application to be integrated with SIEM solution. This will help in correct estimation of efforts. | The detail will be shared with successful bidder. |
| 105 | 40 | 6.20 | High Level Deliverables | Global Intelligence Feed (Optional) | Does Bank already subscribed to any threat Intelligence feed? If Yes Please share the details. | Bidder to provide Threat Intelligence feed. Please refer to corrigendum |
| 106 | 16 | 3 | 3.31 (1,2,3) | Generic | Please change evaluation parameters from 31.12.2018 To 31.03.2019. | Refer Corrigendum |
| 107 | 31 | 4 | 4.7 | Deployment Models & Service Delivery Methodology(Phase 1) | Considering during phase 1 to collect logs connector VM's or HW to be provided by bank and logger and ESM at bidder SOC. Assuming required BW between Logs connector at bank location to bidder soc logger, ESM to be provided by bank. Pelase confirm Please also confirm do you require all functionalities which incldues MDR advance, anti fishing, threat hunting | All services required for both phase 1 & phase 2 as per the scope defined. Bank will provide only Hardware for log collector and required Bandwidth. |
| 108 | 31 | 4 | 4.7 | Deployment Models & Service Delivery Methodology(Phase 2) | Assuming required BW between (connector, logger) to be given at bank premises, bidder soc ESM to be provided by bank. Please confirm if the undestanding is correct ? | Yes |
| 109 | 31 | 4 | 4.7 | Bidder to consider near DR and far DR requirements in the proposed design since the monitoring | Please specify the near DR location. | In phase1 bank have no NDR however for phase 2 NDR is |

| | | | | | | |
|-----|---------|--|--|--|---|--|
| | | | | service is required for devices installed at Bank's near DR and far DR site as well. | | proposed 70Km radius of DC |
| 110 | 36 | 6 | Assest inventory table for Phase 1 and 2 | Detailed Scope of Work | Please specify the count for DC, DR, and near DR respectivley with respect to each device also specify the other locations which will integrate with SIEM. Also specify which applications are required to be integrated with SIEM solution. | Please be guided by the RFP |
| 111 | 38 | 6 | 6.1 | Schedule of Requirements | Please confirm if NTB want to use any existing ticketing tool to integrate with SIEM. | No, Bidder have to provide |
| 112 | 43 | 6 | 6.3(7.26) | a. Log storage& retention during Phase 1 is at Bidder's SOC. | Please specify log retention online and offline for Phase 1 seup. | 1Month on line & 5Months Offline |
| 113 | General | Generic | Generic | Generic | Please clarify whether BW related to access logs to be provided by Nainital bank | Yes |
| 114 | 32 | Section 4.7 - Deployment models and service delivery mentodology | 4.7 | Overall scope to ensure full coverage of 24*7*365 log monitoring aspects of various security solutions, devices, software, applications like firewalls, network intrusion prevention systems, WAF, DAM, PIM, DLP, Anti-DDOS, Anti-APT, Deception, etc. and critical network security devices at the Data Centres, DR Site (near DR and far DR), branches and other locations identified by Nainital Bank | We understand that only log integration for the technologies mentioned in this point needs to be done. Please confirm. | Integratoin as well as Monitoring will required. |

| | | | | | | |
|-----|----|--|---------------------|--|---|---|
| 115 | 31 | Section 4.7 - Deployment models and service delivery methodology | 4.7 | The vendor shall deliver the Security Monitoring Services by deploying a model in which the log collector is deployed at bank's premise and other components like log storage, correlation and monitoring happens at bidder's SOC. | Please confirm whether the hardware for the log collector will be provided by bank or by the bidder | Yes |
| 116 | 36 | Section 6 - Phase 1 | NA | No. of Security & Network Devices | Please share the breakup of security and network devices with make, model, quantity and DC/DR/NDR | Will be shared with successful bidder. |
| 117 | 36 | Section 6 - Phase 1 | NA | AD, SAN Storage, Web Server, DB Server | Please confirm the AD, SAN Storage, Web Server and DB Server is at DC only | AD, Web Server & DB are installed in both DC & DR location. |
| 118 | 36 | Section 6 - Phase 1 | NA | Application | Are the application home grown or cots based | No home grown application. |
| 119 | 39 | Section 6.2 - High Level Deliverables | Incident Management | Provide evidences for legal and regulatory purpose in the form of log data. | Is there a need for Raw Log retention. If yes kindly specify the time frame | Not in Phse 1 For phase 2 it will be for 1 year. |

| | | | | | | |
|-----|----|---|----|---|--|-----------------------------|
| 120 | 16 | 3.30. Evaluation of Eligibility Criteria | NA | The Bidder should have been managing a well-established own Security Operations Centre (SOC) including proposed SIEM tool in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | We would request Bank to please reword this qualification criteria to remove the qualification associated with SIEM tool. This is because of the changes in SIEM landscape which have occurred during the past 1 year "The Bidder should have been managing a well-established own Security Operations Centre (SOC)" in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years." | Please be guided by the RFP |
| 121 | 17 | 3.30. Evaluation of Eligibility Criteria | NA | The bidders organization should be ISO 27001 certified | We would request this to be reworded to: "The bidders organization should be ISO 27001 and SSAE18 SOC2 certified" | Please be guided by the RFP |
| 122 | 17 | 3.30. Evaluation of Eligibility Criteria | NA | Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including proposed SIEM tool. | We would request Bank to add below language. We would also request Bank to remove references to SIEM tool since the SIEM OEM landscape has changed drastically in past 1 year "Bidder must provide client reference like purchase orders or Project completion document/ Valid letter from End customer for confirming that it is providing SOC services " | Please be guided by the RFP |

| | | | | | | |
|-----|----|--|----|---|---|-----------------------------|
| 123 | 18 | 3.31. Evaluation of Technical Bids | NA | Please provide relative document like PO copies of the customers serviced fulfilling the mentioned criteria. | We would request Bank to reword this as below: Please provide relative document like PO copies or Project completion document or Customer signed document from the end customers of the customers serviced fulfilling the mentioned criteria. | Please refer to corrigendum |
| 124 | 18 | 3.31. Evaluation of Technical Bids | NA | The bidder's inclusion in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection & Response Services (MDR) specifically in past 3 years (2018, 2017 & 2016) | We would request Bank to please include IDC as well in this criteria and reword this as below: "The bidder's inclusion in the Gartner or Forrester or IDC reports on Managed Security Services (MSS) or Managed Detection & Response Services (MDR) specifically in past 3 years (2018, 2017 & 2016" | ACCEPTED |
| 125 | 18 | 3.31. Evaluation of Technical Bids | NA | Generic | Threat Intelligence plays a vital role in delivering MSS services. We would request Bank to add below clause to technical evaluation criteria: "The bidder should be providing Integrated Threat intelligence platform to provide threat feeds, advisories and financial sector specific alerts as part of the service. The bidder should have ability to not only aggregate multiple feeds but also have the ability to create IOC's using there own threat research" | Please be guided by the RFP |

| | | | | | | |
|-----|----|--|----|---|--|-----------------------------|
| 126 | 27 | 3.31. Evaluation of Technical Bids | NA | Date of release of Purchase Order and project timelines viz-a-viz penalties- | MSS projects typically require a duration of around 3 Months for implementation. Considering this we would request Bank to revise this for both Phase-1 and Phase-2 to below: -Delivery, installation, configuration and commissioning of all of Managed Security Services as defined in RFP document -90 days from date of confirmation letter for bank's readiness | Please be guided by the RFP |
| 127 | 29 | 4.6 Service Level Agreements* | NA | All Critical, High and Medium priority incident should be logged as incident tickets and alerted as per SLA. 1 Critical incident within 15 minutes of the event identification. 2 High priority incident within 30 minutes of the event 3 Medium priority incident within 60 minutes of the event identification | We would request Bank to revise this as below: All Critical, High and Medium priority incident should be logged as incident tickets and alerted as per SLA. 1 Critical incident within 30 minutes of the event identification. 2 High priority incident within 60 minutes of the event 3 Medium priority incident within 120 minutes of the event identification | Please be guided by the RFP |

| | | | | | | |
|-----|----|------------------------------------|----|---|---|--|
| 128 | 30 | 4.6 Service Level Agreements* | NA | <p>Sending out detailed investigation report post alert notification. Action plan/ mitigation steps should be alerted to designated bank personnel as per the below SLA:</p> <p>1 Critical incident within 60 minutes of the event identification.</p> <p>2 High priority incident within 90 minutes of the event identification.</p> <p>3 Medium priority incident within 180 minutes of the event</p> | <p>Detailed Investigation is an ongoing activity which is tracked as part of an incident analysis and update process. Investigation report is typically output of an RCA process as part of problem management. We would request Bank to reword this SLA as below:</p> <p>"Sending out event updates post alert notification. Action plan/ mitigation steps should be alerted to designated bank personnel as per the below SLA:</p> <p>1 Critical incident within 120 minutes of the event identification.</p> <p>2 High priority incident within 240 minutes of the event identification.</p> <p>3 Medium priority incident within 480 minutes of the event</p> | Refer Corrigendum |
| 129 | 30 | Network Threat Hunting Report | NA | Once in 24 hours | We would request Bank to change the frequency of report to Weekly | Refer Corrigendum |
| 130 | 40 | 6.3 Technical Specifications: - | NA | 6.3 Technical Specifications: - Threat Hunting | Based on the scenarios provided by the Bank, for detecting lateral movement a Endpoint Detection and Response technology is required to meet the technical requirements from the Bank. Can the Bank confirm that the supplier can consider only the Servers for this requirement | The bank is not excepting the service provider to provide EDR solution. We expect the service provider to use logs and net |

| | | | | | | |
|-----|---------|---|----|---|---|---|
| | | | | | | flow to detect lateral movement type attacks. |
| 131 | 45 | 7.1 Commercial Bid Format- SOC Services | NA | Generic | <p>Bank has provided a Unit or Device based pricing for the purpose of the commercial bid calculation. Most MSS services are currently delivered on events per second pricing to accommodate additional device integration within a prescribed eps limits.</p> <p>We would request Bank to change the commercial bid format to allow Bidder to propose a Slab based events per second or GB per day pricing instead of the device based unit pricing currently required by the Bank</p> | Please be guided by the RFP |
| 132 | General | Sec 3.14, Page 11 | NA | <p>The EMD may be forfeited:</p> <p>a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or</p> <p>b. in the case of a successful Bidder, if the Bidder fails;</p> <p>i. to sign the Contract in accordance; or</p> <p>ii. to furnish Security Deposit/Bank Guarantee for contract performance.</p> | <p>EMD guidelines state EMD can be forfeited if Bidder fails to sign the contract in time. However, failure to execute contract, could also be due to failure of parties to conclude mutually agreed terms. Please confirm if this will also lead to forfeiture of EMD?</p> | Please be guided by the RFP |

| | | | | | | |
|-----|---------|-------------------|----|--|--|-----------------------------|
| 133 | General | Sec 3.15, Page 12 | NA | <p>In the event of termination, Bank may invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.</p> | <p>Invocation of PBG by Bank must only happen in case non-performance of services is solely attributable to Bidder's default and at no fault of Bank/other third party. The Bidder shall not be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services arising out of the performance or failure to perform under the contract, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. Further, in absence of a limitation of liability clause in RFP, we propose addition of following clause - Bidder's overall liability in the contract/ applicable purchase order shall not exceed, the most recent twelve (12) month of charges collected by bidder.</p> | Please be guided by the RFP |
| 134 | General | Sec 3.30, Page 15 | NA | <p>Eligibility Criteria 5. The Bidder should not have been blacklisted by Govt. of India /Banks /PSU /BFSI/Govt. organization in India during last 3 years from the date of submission of bid.</p> | <p>We propose to amend this clause as follows - To the best of our knowledge, we have not been blacklisted by Govt. of India /Banks /PSU /BFSI/Govt. organization in India during last 3 years from the date of submission of bid.</p> | Please be guided by the RFP |

| | | | | | | |
|-----|---------|-------------------|----|--|--|---|
| 135 | General | Sec 3.37, Page 22 | NA | <p>THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of - 30-days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.</p> | <p>Please provide Termination and Exit Management clause being referred herein since such a clause does not form part of RFP.</p> | <p>Will be shared with successful bidder at the time of contract.</p> |
| 136 | General | Sec 3.39, Page 23 | NA | <p>Bank Guarantee for Contract Performance - Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the Bank Guarantee/Security Deposit. In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder.</p> | <p>On failure of Bidder to supply the services, Bank has right to charge liquidated damages/penalties in the RFP, in presence of such deductions in the RFP, liability on Bidder to bear the cost for replacement services on account of termination is not acceptable and should not be made applicable on Bidder. Bank's sole remedy for any service failure shall remain limited to penalties/liquidated damages.</p> | <p>Please be guided by the RFP</p> |

| | | | | | | |
|-----|---------|-------------------|----|---|--|--------------|
| 137 | General | Sec 3.43, Page 25 | NA | <p>Liquidated Damages - If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @0.5% of the Total Charges per week of the yearly order value, subject to a maximum of 10 % of total charges as LD for non-performance/delayed performance. LD is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank or Force Majeure. The selected Bidder shall submit the proof authenticated by the Service Provider and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank or Force Majeure or any other circumstances beyond the control of the Service Provider, then the Bank will continue with the contract without claiming any Liquidated Damage. Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.</p> | <p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of LD and LD must be sole and exclusive remedy wrt Supplier's failure to provide services in question by the due date. Further, both parties agree to mutually discuss LDs applicable to this deal. Such liquidated damages shall constitute Bank's sole and exclusive remedy against the Bidder for such delay.</p> | Not accepted |
| 138 | General | Sec 4.1, Page 26 | NA | <p>Stipulated Time Schedule; Penalties - The Bidder shall perform the Services and comply in all respects with the critical dates and failure on part of the Bidder to meet the critical dates without prejudice to any other rights that the Bank may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty and/or termination of the Contract at the discretion of the Bank.</p> | <p>We propose written notice for cure of 30 days and subsequently notice of termination of 30 days. Further, the Bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.</p> | Not accepted |

| | | | | | | |
|-----|---------|--|------|---|---|-----------------------------|
| 139 | General | Sec 4.4, Page 28 | NA | Payment Schedule - Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule (for both phases): | Bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days. | Not accepted |
| 140 | General | Sec 4.5-4.6, Page 28 | NA | Service Level Agreement (SLA) & Targets - The Bank shall have the right to inspect / audit the SOC, Tools, Techniques and procedure adopted by the Service Provider in line with security activity outsourced by the Bank, independently or through the outsourced experts and call for detailed report without compromising the Service Provider's Security. *SLA may be changed by the bank at its discretion during signing of agreement with the qualified bidder (Page 30) Maximum penalty in a month will be capped to 25% of monthly SOC operations charges except service uptime (Page 30) | SLAs shall not be applicable where failure is not due to default of Customer/third party or occurrence of Force Majeure event. Further, both parties agree to mutually discuss service credits including, SLAs applicable to this deal. | Please be guided by the RFP |
| 141 | 15 | 3.30. Evaluation of Eligibility Criteria | 2.a. | ELIGIBILITY CRITERIA The bidder's annual turnover should be at least (INR) 50 crores in each of the last three financial years in India | Request you to pl modify the clause as " The bidder's annual turnover should be at least (INR) 100 crores in each of the last three financial years in India" | Please be guided by the RFP |

| | | | | | | |
|-----|----|---|------|--|--|------------------------------------|
| 142 | 15 | 3.30. Evaluation of Eligibility Criteria | 2.c. | <p>ELIGIBILITY CRITERIA The bidder should have an annual turnover of atleast (INR) 10 crores in providing cyber security services in each of the last three financial years in India.</p> | <p>Request you to pl modify the clause as " The bidder should have an annual turnover of atleast (INR) 60 crores in providing cyber security services in each of the last three financial years in India."</p> | <p>Please be guided by the RFP</p> |
| 143 | 15 | 3.30. Evaluation of Eligibility Criteria | NA | <p>Generic</p> | <p>Request Bank to add the below clause in the Eligibility Criteria. " SI should have a profitable Cyber Security services business in each of the last three FY years."</p> | <p>Please be guided by the RFP</p> |
| 144 | 28 | 4.3 | 4.3 | <p>Prices The cost should include Integration of bidder's SIEM solution with the existing Bank's devices, as no Separate charges will be paid.</p> | <p>We request bidder to specify the requirement in EPS so that bidder can size the SIEM solution and components accordingly.</p> <p>What is the location of devices/appliances. Bidder would request this information so as to plan the architecture accordingly.</p> <p>Pls clarify if dedicated MPLS/leased line connectivity to be setup by bidder from Bank's DC (where Log collectors are installed) to Bidder's SOC(where co-relation would happen).</p> <p>If yes, pls clarify what must be the Bandwidth for the same.</p> | <p>Please be guided by the RFP</p> |

| | | | | | | |
|-----|----|-----|-----|--|---|--|
| 145 | 29 | 4.5 | 4.5 | <p>Service Level Agreement (SLA) & Targets The Bank shall have the right to inspect / audit the SOC, Tools, Techniques and procedure adopted by the Service Provider in line with security activity outsourced by the Bank, independently or through the outsourced experts and call for detailed report without compromising the Service Provider's Security.</p> | <p>Since SOC is a confidential & restricted zone where humongous data for all customers reside. We would request bank to inspect/audit his own dashboards serviced from bidder's SOC.</p> | <p>Please be guided by the RFP</p> |
| 146 | 30 | 4.6 | 4.6 | <p>Service Level Agreements* Network Threat Hunting Report</p> | <p>What parameters are required in Network Threat Hunting reports. Pls clarify</p> | <p>Bidder should decide the parameters and the same should be made part of technical presentation . Please also refer page no 40 section 6.3 point 2.2</p> |
| 147 | 31 | 4.7 | 4.7 | <p>Deployment Models & Service Delivery Methodology Bidder to consider near DR and far DR requirements in the proposed design since the monitoring service is required for devices installed at Bank's near DR and far DR site as well.</p> | <p>Does this mean bidder needs to provide log collectors at each data centre of bank. Pls provide clarity on the clause if our understadning is correct?</p> | <p>yes</p> |
| 148 | 44 | 6.5 | a) | <p>Availability a) All components of the SOC must provide adequate redundancy to ensure high availability of the Governance applications and other SOC services.</p> | <p>Pls clarify- Phase1 sizing for Hardware/OS/Software needs to be done for DC & DR in phase1 ?</p> | <p>Please be guided by the RFP</p> |

| | | | | | | |
|-----|----|-------|--|---|--|-----------------------------|
| 149 | 22 | 3.38. | 3.38. | <p>Placing of Purchase Orders For procurement of Hardware/software/solution/system/service the Bank will issue Purchase order and will be placed on the vendor in hardcopy format.</p> | <p>Pls clarify, For Hardware/OS/Softwares/Storage in Phase1 (all hosted at Bidder's SOC), the same shall be moved to Bank's SOC during Phase2?</p> <p>However, additional Hardware/OS/Software/Storage that would be required in Phase2, would be procured by Nainital Bank? (As per clause--- "Under such condition, all necessary hardware which is required to be at on-premises (hosted DC DR) will be arranged by the bank. "</p> | Please be guided by the RFP |
| 150 | 17 | 3.31. | Section II: Instructions for Bid Submission | <p>Evaluation of Technical Bids Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India (As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of clients serviced in India:</p> | <p>Security Operation Centre (SOC) services is a very specialised solution and a very few organization had implemented SOC in India. Hence we request you to kindly relax this clause and amend as: Bidders no. of Years of experience in providing Managed Security Services(MSS) and providing Cyber Security Solution and services as on bid submission date. The marks to be awarded as per the credentials submitted in respect of clients serviced in India:</p> | Please be guided by the RFP |
| 151 | | | | 20 Marks for 10 years and above | 20 Marks for 5Years and above | Please be guided by the RFP |
| 152 | | | | 15 Marks for less than 10 years and more than or equal to7 years | 15 Marks for less than 4 years and more than or equal to 3 years | Please be guided by the RFP |
| 153 | | | | 10 Marks for less than 7 years and more than or equal to 5 years | 10 Marks for less than 3 years and more than or equal to 2 years | Please be guided by the RFP |
| 154 | | | | 05Marks for less than 5 years and more than or equal to 3years | 05Marks for less than 2 years and more than or equal to 1 year | Please be guided by the RFP |

| | | | | | | |
|-----|----|------------------------------------|---|---|--|-----------------------------|
| 155 | 18 | 3.31. | Section II: Instructions for Bid Submission | Evaluation of Technical Bids The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India to BFSI/PSUs in India .(As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs serviced: | We request you to kindly amend this clause as: The Bidder's experience in providing Security Incident and Event Moitoring (SIEM) Tool/ Cyber Security Solution and services to BFSI/PSUs/ Govt. /Coporate Organization in India and globally. (As on bid submission date) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs/Govt Organization/ Corporate Organization serviced: | Please be guided by the RFP |
| 156 | | 20 Marks for 5 BFSI/PSUs or above. | 20 Marks for 4 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP | | |
| 157 | | 15 Marks for 4 BFSI/PSUs. | 15 Marks for 3 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP | | |
| 158 | | 10 Marks for 3 BFSI/PSUs. | 10 Marks for 2 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP | | |
| 159 | | 05 Marks for 2BFSI/PSUs | 05 Marks for 1BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP | | |
| 160 | 18 | 3.31. | Section II: Instructions for Bid Submission | Evaluation of Technical Bids No. of BFSI/PSUs where the proposed SIEM solution should have been providing SOC services in India during the last three years (As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs serviced: | We request you to kindly amend this clause as: No. of BFSI/PSUs/Govt. Organization/Corporate Organization where the SIEM solution should have been providing SOC services in India or globally during the last three years.(As on Bid Submission Date) The marks to be awarded as per the credentials submitted in respect of BFSI /PSUs /Govt./ Corporate Organization serviced: | Please be guided by the RFP |
| 161 | | 20 Marks for 5 BFSI/PSUs or above. | 20 Marks for 4 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP | | |

| | | | | | | |
|-----|----|-------|--|---|--|-----------------------------|
| 162 | | | | 15 Marks for 4 BFSI/PSUs. | 15 Marks for 3 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 163 | | | | 10 Marks for 3 BFSI/PSUs. | 10 Marks for 2 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 164 | | | | 05 Marks for 2BFSI/PSUs | 05 Marks for 1BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 165 | 18 | 3.31. | Section II: Instructions for Bid Submission | Evaluation of Technical Bids The bidder's inclusion in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection &Response Services (MDR) specifically in past 3 years (2018, 2017 & 2016) | This clause is not favourable for bidders. No SI (Bidders) is listed in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection &Response Services (MDR). We request you to kindly delete this clause. | Please be guided by the RFP |
| 166 | 15 | 3.30. | Section II: Instructions for Bid Submission | Evaluation of Eligibility Criteria The Bidder should have been managing a well-established own Security Operations Centre (SOC) including proposed SIEM tool in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | We request you to kindly amend this clause as: The Bidder should have been managing a well-established own Security Operations Centre (SOC) including similar SIEM tool in India in last 3 years. The bidder should be offering SOC services to at least one BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | Please be guided by the RFP |
| 167 | 16 | 3.30. | Section II: Instructions for Bid Submission | Evaluation of Eligibility Criteria Bidder shall provide the details of the SOC owned by them In India like the location, infrastructure, tools used, companies served, process and methodology, staff employed, availability of DR facilities etc. | Since, SOC is a confidential facility and as we are providing SOC services to multiple organization.Henceforth, due to the security reasons we can not disclose the location and other details. However, we can provide the undertaking that we have our own SOC facility. | Please be guided by the RFP |

| | | | | | | |
|-----|----|-------|--|--|--|-----------------------------|
| 168 | 15 | 3.30. | Section II: Instructions for Bid Submission | <p>Evaluation of Eligibility Criteria The bidder should have an annual turnover of atleast (INR) 10 crores in providing cyber security services in each of the last three financial years in India.</p> <p>Document Required: Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including proposed SIEM tool.</p> | <p>We request you to kindly amend this clause as: The bidder should have an annual turnover of atleast (INR) 10 crores in supply, installation and implementation of cyber security services in each of the last three financial years in India or globally.</p> <p>Document Required: Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including similar SIEM tool.</p> | Please be guided by the RFP |
| 169 | 1 | 17 | Section II: Instructions for Bid Submission | <p>3.31. Evaluation of Technical Bids Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India (As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of clients serviced in India:</p> | <p>Security Operation Centre (SOC) services is a very specialised solution and a very few organization had implemented SOC in India. Hence we request you to kindly relax this clause and amend as: Bidders no. of Years of experience in providing Managed Security Services(MSS) and providing Cyber Security Solution and services as on bid submission date. The marks to be awarded as per the credentials submitted in respect of clients serviced in India:</p> | Please be guided by the RFP |
| 170 | | | 20 Marks for 10 years and above | 20 Marks for 5Years and above | Please be guided by the RFP | |
| 171 | | | 15 Marks for less than 10 years and more than or equal to7 years | 15 Marks for less than 4 years and more than or equal to 3 years | Please be guided by the RFP | |
| 172 | | | 10 Marks for less than 7 years and more than or equal to 5 years | 10 Marks for less than 3 years and more than or equal to 2 years | Please be guided by the RFP | |
| 173 | | | 05Marks for less than 5 years and more than or equal to 3years | 05Marks for less than 2 years and more than or equal to 1 year | Please be guided by the RFP | |

| | | | | | | |
|-----|---|----|---|---|--|-----------------------------|
| 174 | | | Section II: Instructions for Bid Submission | 3.31. Evaluation of Technical Bids The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India to BFSI/PSUs in India .(As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs serviced: | We request you to kindly amend this clause as: The Bidder's experience in providing Security Incident and Event Monitoring (SIEM) Tool/ Cyber Security Solution and services to BFSI/PSUs/ Govt. /Corporate Organization in India and globally. (As on bid submission date) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs/Govt Organization/ Corporate Organization serviced: | Please be guided by the RFP |
| 175 | 2 | 18 | | 20 Marks for 5 BFSI/PSUs or above. | 20 Marks for 4 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 176 | | | | 15 Marks for 4 BFSI/PSUs. | 15 Marks for 3 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 177 | | | | 10 Marks for 3 BFSI/PSUs. | 10 Marks for 2 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 178 | | | | 05 Marks for 2BFSI/PSUs | 05 Marks for 1BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 179 | 3 | 18 | Section II: Instructions for Bid Submission | 3.31. Evaluation of Technical Bids No. of BFSI/PSUs where the proposed SIEM solution should have been providing SOC services in India during the last three years (As on 31.12.2018) The marks to be awarded as per the credentials submitted in respect of BFSI/PSUs serviced: | We request you to kindly amend this clause as: No. of BFSI/PSUs/Govt. Organization/Corporate Organization where the SIEM solution should have been providing SOC services in India or globally during the last three years.(As on Bid Submission Date) The marks to be awarded as per the credentials submitted in respect of BFSI /PSUs /Govt./ Corporate Organization serviced: | Please be guided by the RFP |
| 180 | | | | 20 Marks for 5 BFSI/PSUs or above. | 20 Marks for 4 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |

| | | | | | | |
|-----|---|----|--|---|--|-----------------------------|
| 181 | | | | 15 Marks for 4 BFSI/PSUs. | 15 Marks for 3 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 182 | | | | 10 Marks for 3 BFSI/PSUs. | 10 Marks for 2 BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 183 | | | | 05 Marks for 2BFSI/PSUs | 05 Marks for 1BFSI/PSU/Govt./ Private Organization | Please be guided by the RFP |
| 184 | 4 | 18 | Section II: Instructions for Bid Submission | 3.31. Evaluation of Technical Bids The bidder's inclusion in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection &Response Services (MDR) specifically in past 3 years (2018, 2017 & 2016) | This clause is not favourable for bidders. No SI (Bidders) is listed in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection &Response Services (MDR). We request you to kindly delete this clause. | Please be guided by the RFP |
| 185 | 5 | 15 | Section II: Instructions for Bid Submission | 3.30. Evaluation of Eligibility Criteria The Bidder should have been managing a well-established own Security Operations Centre (SOC) including proposed SIEM tool in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | We request you to kindly amend this clause as: The Bidder should have been managing a well-established own Security Operations Centre (SOC) including similar SIEM tool in India in last 3 years. The bidder should be offering SOC services to at least one BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | Please be guided by the RFP |
| 186 | 6 | 16 | Section II: Instructions for Bid Submission | 3.30. Evaluation of Eligibility Criteria Bidder shall provide the details of the SOC owned by them In India like the location, infrastructure, tools used, companies served, process and methodology, staff employed, availability of DR facilities etc. | Since, SOC is a confidential facility and as we are providing SOC services to multiple organization.Henceforth, due to the security reasons we can not disclose the location and other details. However, we can provide the undertaking that we have our own SOC facility. | Please be guided by the RFP |

| | | | | | | |
|-----|----|--|---|--|---|-----------------------------|
| 187 | 7 | 15 | Section II: Instructions for Bid Submission | <p>3.30. Evaluation of Eligibility Criteria The bidder should have an annual turnover of atleast (INR) 10 crores in providing cyber security services in each of the last three financial years in India.</p> <p>Document Required: Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including proposed SIEM tool.</p> | <p>We request you to kindly amend this clause as: The bidder should have an annual turnover of atleast (INR) 10 crores in supply, installation and implementation of cyber security services in each of the last three financial years in India or globally.</p> <p>Document Required: Bidder must provide client reference like purchase orders etc. for confirming that it is providing SOC services including similar SIEM tool.</p> | Please be guided by the RFP |
| 188 | 17 | 3.31. Evaluation of Technical Bids | 1 | <p>Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India (As on 31.12.2018)</p> | <p>The MDR terminology has been introduced by Gartner about only 3-4 years back. Hence request to change this clause to following: Bidders no. of Years of experience in providing Managed Security Services(MSS) OR Managed, Detection and Response (MDR) to run Security Operation Centre (SOC) services capabilities in India (As on 31.12.2018)</p> | Please refer to corrigendum |
| 189 | 23 | 3.39. Bank Guarantee for Contract Performance | | <p>Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring The Nainital Bank Ltd. valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Contract.</p> | <p>Banks today issue BG for a period not exceeding 36 months, which can be extended further. Will let us know if this will be acceptable?</p> | Please be guided by the RFP |

| | | | | | | |
|-----|----|------------------------------------|----------------------|---|--|-------------------------------|
| 190 | 40 | 6.2 High Level Deliverables | | Global Intelligence Feeds (Optional) | TI feed is important aspect of SOC operations and plays a crucial role in today's cybersecurity defence. We suggest bank to make this component as part of standard deliverable and not an optional component. | Please refer to corrigendum |
| 191 | 43 | 6.3 Technical Specifications | 7.26 | Log storage& retention during Phase 1 is at Bidder's SOC. | Please mention the log storage period required during Phase-1 | 1 Month and 5 Months off line |
| 192 | 18 | 3.31. Evaluation of Technical Bids | | No. of BFSI/PSUs where the proposed SIEM solution should have been providing SOC services in India during the last three years. | We understand that this statement is meant for understanding bidder's experience of using the proposed SIEM solution to provide SOC services. Hence, we request you to change the sentence to "No. of BFSI/PSUs where the bidder is using the proposed SIEM solution to provide SOC services in India during the last three years". | Refer Corrigendum |
| 193 | 39 | 6.1 Schedule of Requirements | Onsite Resource (L2) | Onsite resource should be trained or certified on the proposed SIEM solution used by the bidder for providing services to the bank. | Is there a need to provide a SIEM certified resource? | please be guided by rfp |

| | | | | | | |
|-----|----|------------------------------------|----------------------------------|---|---|-----------------------------|
| 194 | 43 | 6.3 Technical Specifications | 7.16 | The dashboard provided to Bank should be in the form of a unified portal that can show correlated alerts/ events from multiple disparate sources such as security devices, network devices, enterprise management systems, servers, applications, databases, etc. | Does the bank requires a real-time web based portal having these features? If yes, please specify how many user access to be provisioned for? | Refer Corrigendum |
| 195 | 43 | 6.3 Technical Specifications | 7.19 | The proposed system should display all real time events. The proposed solution should have drill down functionality to view individual events from the dashboard. | Does the bank requires it as real-time web based portal, with portal access to bank's stakeholders? If yes, please specify how many user access to be provisioned for? | Refer Corrigendum |
| 196 | 17 | 3.31. Evaluation of Technical Bids | Technical Scoring Criteria No. 1 | Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India (As on 31.12.2018) | We request you to kindly amend the criteria as: Bidders no. of Years of experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services in India (As on 31.12.2018) | Please refer to corrigendum |
| 197 | 18 | 3.31. Evaluation of Technical Bids | Technical Scoring Criteria No. 2 | The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services with Managed, Detection and Response (MDR) capabilities in India to BFSI/PSUs in India . (As on 31.12.2018) | We request you to kindly amend the criteria as: The Bidder's experience in providing Managed Security Services(MSS) to run Security Operation Centre (SOC) services in India to BFSI/PSUs/ Large Private Enterprise Customers in India . (As on 31.12.2018) | Please refer to corrigendum |

| | | | | | | |
|-----|----|--|-------------------------------------|---|---|-----------------------------|
| 198 | 18 | 3.31. Evaluation of Technical Bids | Technical Scoring Criteria No. 3 | No. of BFSI/PSUs where the proposed SIEM solution should have been providing SOC services in India during the last three years (As on 31.12.2018) | We request you to kindly amend the criteria as: No. of BFSI/PSUs/ Large Private Enterprise Customers where the proposed SIEM solution should have been providing SOC services in India during the last three years (As on 31.12.2018) | Please be guided by the RFP |
| 199 | 18 | 3.31. Evaluation of Technical Bids | Technical Scoring Criteria No. 4 | The bidder's inclusion in the Gartner or Forrester reports on Managed Security Services (MSS) or Managed Detection & Response Services (MDR) specifically in past 3 years (2018, 2017 & 2016) | We request you to kindly amend the criteria as: OEM's inclusion (of proposed SIEM Tool) in the Gartner or Forrester reports in past 3 years (2018, 2017 & 2016) | Please be guided by the RFP |
| 200 | 18 | 3.31. Evaluation of Technical Bids & Eligibility Criteria Documents | Supporting Documents | Please provide relative document like PO copies of the customers serviced fulfilling the mentioned criteria | Since we have an NDA signed with most customers of managed security services, we request you to kindly accept self-declarations in lieu of order copies as supporting documents for all experience related criteria. | Please be guided by the RFP |

| | | | | | | |
|-----|----|--|----------------------|---|---|----------------------|
| 201 | 15 | 3.30 Evaluation of Eligibility Criteria | Eligibility Criteria | The Bidder should have been managing a well-established own Security Operations Centre (SOC) including proposed SIEM tool in India for the past 3 years. The bidder should be offering SOC services to at least two BFSI (Banking, Financial services and Insurance) or PSU in India during last three years. | The bidder should have either implemented or providing the SOC services using the proposed SIEM solution/tool during the last three years in India & successfully implemented the project within defined timelines. | Refer Corrigendum |
|-----|----|--|----------------------|---|---|----------------------|