

Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Responses
1	4-5	1.1	Complete set of tender documents may be downloaded by eligible bidder from the website of the Company, the cost of tender document should be paid in the form of Bankers' Cheque / Demand Draft for [INR 5000/-] favouring BOB Financial Solutions Limited payable at Mumbai along with the bid responses. The Company reserves the right to reject any or all offers without assigning any reason.	We would like to let you know that, We are exempted from Tender fees under MSME and Starup India Programme, request you to kindly provide us with the copy of the tender for the bidding and your kind confirmation and acknowledgement of the same		Yes , bidder has to provide proper MSME certification for the same.
2	5	1.2	The Company's Corporate Office is located at DLH Park, Goregaon West, Mumbai which has got a small setup for hosting certain applications, MPLS/P2P connectivity with Bank's Data centre (DC) which is located in BKC, Mumbai and Disaster Recovery centre at Hyderabad. Besides this the company has got 38 Area Offices spread across the country. The company intend to host its various applications in a partner Virtual Data Centre.	"The company intend to host its various applications in a partner Virtual Data Centre". - kindly, please share more details on the same, also we would like to know that do you intend to host the application in our data center ?		The original clause related about the company information, in future company may host some of application in public cloud and not in MDR service providers data center.
3	6	1.7 (10)	Bid document cost (non-refundable)	We would like to let you know that, We are exempted from Tender fees under MSME and Starup India Programme, we kindly request you to provide us with the copy of the tender for the bidding		Yes , bidder has to provide proper MSME certification for the same.
4	6	1.7 (11)	Bid Security (EMD)	We would like to let you know that, We are exempted from Tender fees under MSME and Starup India Programme, request you to kindly provide us with the copy of the tender for the bidding		Yes , bidder has to provide proper MSME certification for the same.
5	21	3 . 0	Integration of vulnerability information with the Threat management system to get 360-degree view of the asset.	A kind request to let us know, what is threat management system with respect to your perspective ? And kindly provide us with the more details regarding the same.		Details requirement given in RFP document and also clarify during technical discussion about pre-bid queries.
6	2	1	management system to get 360-degree view of the asset.	Partial, can claim exemption under MSME and DPIIT		Please Submit MSME documents for any exemption
7	2	2	The vendor should have the experience of owning and managing a well-established Security Operations Centre (SOC) for at least 5 years. Bidder shall provide the details of the SOC including the location, infrastructure, tools used, companies served, process and methodology, staff employed.	Partial, can claim exemption under MSME and DPIIT		Please Submit MSME documents for any exemption
8	2	3	Vendor SOC should be ISO 27001 and ISO 20000 certified and SOC 2.0 accredited	Partial, can claim exemption under MSME and DPIIT for SOC 2.0		Please Submit MSME documents for any exemption
9	2	4	The Vendor should have in minimum 2 BFSI existing customers in India who are using SOC services from the Vendor for at least last 5 years	Partial, can claim exemption under MSME and DPIIT for criteria of 5 years		Please Submit MSME documents for any exemption

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10	ANNEXURE A1 – ELIGIBILITY CRITERIA , Page 2	2	The vendor should have the experience of owning and managing a well-established Security Operations Centre (SOC) for at least 5 years. Bidder shall provide the details of the SOC including the location, infrastructure, tools used, companies served, process and methodology, staff employed.	Kindly allow the experience of OEM as well	The Bidder / OEM should have the experience of owning and managing a well-established Security Operations Centre (SOC) for at least 5 years. Bidder shall provide the details of the SOC including the location, infrastructure, tools used, companies served, process and methodology, staff employed.	We will not accept OEM experience as consortium is not allowed
11	ANNEXURE A1 – ELIGIBILITY CRITERIA , Page 2	3	Vendor SOC should be ISO 27001 and ISO 20000 certified and SOC 2.0 accredited	Kindly allow the experience of OEM as well	Bidder / OEM should be ISO 27001 and ISO 20000 certified and SOC 2.0 accredited.	We will not accept OEM experience as consortium is not allowed
12	ANNEXURE A1 – ELIGIBILITY CRITERIA , Page 2	4	The Vendor should have in minimum 2 BFSI existing customers in India who are using SOC services from the Vendor for at least last 5 years	Kindly allow the experience of OEM as well	Bidder / OEM should have in minimum 2 BFSI existing customers in India who are using SOC services from the Vendor for at least last 5 years.	We will not accept OEM experience as consortium is not allowed
13	ANNEXURE A1 – ELIGIBILITY CRITERIA , Page 2	5	Bidder should be providing NGSOC services to 3 BFSI Customers using proposed SIEM solution which leverages Big Data analytical platform that is capable of detecting anomalies in the network over and above rule/ use case-based technologies can detect.	Kindly allow the experience of OEM as well	Bidder / OEM should be providing NGSOC services to 3 BFSI Customers using proposed SIEM solution which leverages Big Data analytical platform that is capable of detecting anomalies in the network over and above rule/ use case- based technologies can detect.	We will not accept OEM experience as consortium is not allowed
14	ANNEXURE A1 – ELIGIBILITY CRITERIA , Page 2	6	The Vendors SOC service should be recognized by leading analyst's like Gartner & Forrester.	Kindly allow the experience of OEM as well	Bidder / OEM service should be recognized by leading analyst's like Gartner & Forrester.	We will not accept OEM experience as consortium is not allowed
15	12		The solution should have extensive support for cloud infrastructure and should support multi-cloud environments such as AWS, Azure and Google cloud	In Inventory do you have any services in any public cloud, If Yes, Pls share the details		o365 emails and EDR are in cloud.
16	12		Solution should support integration for cloud SaaS applications such as O365, Okta, Salesforce etc.	Do you have any Saas Based solution, Pls share the details		o365 emails and EDR
17	13		Vendor should detect both internal & external attacks. In addition to security attacks on IT infrastructure, vendors should also monitor for security events on databases and servers.	In inventory databases and Server are combined inventory, If you can provide the suggestion, will be able to problem better integration with our Platform		In the given inventory all 20 physical servers are DB and out of 166 VM's approx 30 are the DB.
18	13		Monitor Access to Sensitive Data (e.g. show all access to account balance / debit card table)	Does your application capture this data as logs & categorize it		BFSL don't have tool to capture data logs & categorize it.

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19	13		Service provider should have capability to integrate log from nonstandard application and devices and service provider platform should be able to process them for generating alerts and reports	Do you have any nonstandard device in inventory, If Yes, Share the details		The manufacturer of shared devices/equipments are mentioned in inventory details.
20	13		Service provider to assist the organization to ensure the log retention is as per local regulation requirement	Do you want MSSP to store the Log in our platform ,		Yes, as per mentioned regulatory guidelines/standards
21	14		Service provider to assist the organization to ensure the log retention is as per local regulation requirement	As per your compliance requirement how many year you need to store the archivel logs		Online logs - 3 months, Offline logs -12 months,
22	14		Using the outbound plugins architecture the bidder must provide integrations with services like ticketing systems, messaging platforms, vulnerability scanners etc. to facilitate automation of workflows.	Do you want intergation with your ITSM also		No.
23	14			Do you requied Vulnerability Scanner dedicated or As a services		It is discussed.
24	15		Solution should support triaging of alerts from number of security products including SIEM, DLP, IPS, WAF, Anti-APT, ETDR.	Do you have any DLP Solution If Yes, Number of Licenses details is required, is it hosted in Saas Or Dedicated		DLP solution integration compatibility should be there, may integrate DLP in future with MDR platform.
25	15		Detect malicious/illegal activities performed by users RFP for Selection of vendor for Managed Security Detection and Response (MDR) Page 20 of 55 Solution to have capabilities to collect user data from variety of sources like Directory Services , IAM, VPN, Proxy,O365, etc.	Which Proxy Solution is deployed, Given the Number of licenses details & module activated		Firewall gateway working as proxy for BFSL users
26	21		Monthly Vulnerability scanning should be conducted for assets under scope of security monitoring	Can you confirm that do you requied VAPT on Monthly basis for 200Asset		Vulnerability scanning needs to conduct for listed devices in the inventory sheet.

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27	32	5.6 (17)	The selected bidder shall hold Company, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Company through the action of selected bidder 's employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by Company prior to making of a decision in respect of such loss or damage.		Already covered under section 9.2. Requesting deletion.	ok
28	7	Appendix 08 -	7. Fall Clause		The offered prices are the most updated prices at the present. The offered pricing is dependent on many factors such as market fluctuations, procurement of hardware/software and therefore we request the Bank to delete this clause.	Deletion Not acceptable
			<p>Indemnity</p> <p>The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:</p>			Changes not acceptable.
			<ul style="list-style-type: none"> Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or 			Changes not acceptable.

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29	28	9.2.	<ul style="list-style-type: none"> any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or 	<p>We request the Bank to restrict the Indemnity from Bidder for:</p> <p>any claims by third parties (including any Governmental Authority) and expenses arising from damage to tangible property, personal injury or death caused by such Bidder's negligence or willful misconduct.</p>	<p>These clauses impose unlimited indemnity rights for IPR infringement. We suggest that The Limitation of Tata Comm.'s liability shall be at max for the 12 months charges paid to the Bidder by Customer. RFP does not exclude indirect damages expressly. Indirect damages to be excluded.</p>	Changes not acceptable.
			<ul style="list-style-type: none"> claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or 			Changes not acceptable.
			<ul style="list-style-type: none"> claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors 			Changes not acceptable.
			<ul style="list-style-type: none"> breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFP/subsequent agreement; and/or 			Changes not acceptable.
			<ul style="list-style-type: none"> any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or 			Changes not acceptable.
			<ul style="list-style-type: none"> breach of confidentiality obligations of the selected Vendor contained in this RFP; and/or 			Changes not acceptable.
			<ul style="list-style-type: none"> The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFP/subsequent agreement. 			Changes not acceptable.
			<ul style="list-style-type: none"> Loss of data due to selected vendor provided facility or 			Changes not acceptable.

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30	42		<ul style="list-style-type: none"> Any deficiency in the services of selected Bidder. 			Changes not acceptable.
			<ul style="list-style-type: none"> Any transaction contemplated under this RFP/subsequent agreement. 			Changes not acceptable.
			<ul style="list-style-type: none"> The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter. 			Changes not acceptable.
		9.3.	<p>No Liability:</p> <ul style="list-style-type: none"> All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/ death/ termination) of any nature to the employees and personnel of the Service Provider. 	Is there any employee engagement / labour outsourced from bidder, if not, then this clause is not applicale, kindly remove the requirement.	We recommend that The Limitation of our liability shall be at max for the 12 months charges paid to the bidder by Customer. RFP does not exclude indirect damages expressly. Indirect damages to be excluded.	Changes not acceptable.
			<ul style="list-style-type: none"> Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement. 			Changes not acceptable.
			<ul style="list-style-type: none"> Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business 			Changes not acceptable.
			Terminaton of Contract			Changes not acceptable.

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31	42	9.5	In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.		We request the Bank to kindly consider that since penalties are being imposed on bidder for default or delay in providing the services and or other deliverables, the requirement of seeking cost of alternate service provider should be waived off/removed.	Changes not acceptable.
			Liquidated Damages			Changes not acceptable.
			a. Liquidated Damages and penalty			Changes not acceptable.

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32	50	9.24.	I. Company expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.	Bidder suggests modification. For non performance the remedy shall be Service Credits.	We recommend the following amendment: Limitation For Services-Related Matters. BIDDER'S SOLE LIABILITY AND BANK'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR BIDDER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).	Changes not acceptable.
			II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.			Changes not acceptable.
			III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke the this clause			Changes not acceptable.
			IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.			Changes not acceptable.
			V. The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 10% of the Total Contract value.			Changes not acceptable.

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33	51	9.29.	Confidentiality		Request to make this provision mutual as both the Parties will be disclosing confidential information.	Changes not acceptable.
34	5	1.2	The Company' s Corporate Office is located at DLH Park, Goregaon West, Mumbai which has got a small setup for hosting certain applications.	Please advise if the mentioned setup hosting applications is to be factored in for logs ingestion into SIEM. If yes, please help us with the details like Make & Model/OEM/Vendor Solution Name with OS info & version details, front-end & back-end technology (e.g. IIS, Apache, MySQL, MSSQL etc.) in use with version no. & info, supported log integration method (e.g. Rsyslog, Connector etc.), deployment type (physical/virtual), HA mode, count etc.	Modification	Please refer device inventory detail mentioned in RFP
35	10	2.2	Language However it should have the capability to support certain communication templates in Hindi language.	Request you to provide more clarity in regards to the mentioned statement. Also it is being assumed that all written communication templates will be in English Language only.	Change/Modification	Good to have support templates in Hindi language
36	10 24	2.4 3.9	Training The Vendor is required to provide training to the Company's Technology teams on the proposed Selection of vendor for Managed Security Detection and Response (MDR), provide a training schedule and furnish training details as per the RFP requirements at all major locations. Training The onus of preparing the training material will be on the selected bidder.	Would request you to consider remote/online training session in place of in-person training at client locations. Since training sessions conducted remotely can be recorded for future reference, would suggest to consider limited training sessions in place of a full-fledged training schedule at all major locations.	Change/Modification	In-Person/online training session will be consider.

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37	10	3.0		<p>Please suggest if we can assume the Core-Switches, Load Balancer with WAF, Firewall/UTM/IPS to be operating in Active-Standby Mode or advise if in case they are functioning in Active-Active or Standalone mode as this would influence the EPS estimation.</p> <p>Also please suggest if endpoints logs need to be ingested/factored in for MDRS (SIEM) integration or same can be considered as out of scope from an overall solution optimization standpoint.</p> <p>Finally please advise if HSM integration into SIEM is mandatory or can be considered as optional.</p>	Change/Modification	FW, LB, WAF are Active-Standby mode, Core Switches are Active-Active and one switch is in standalone, End points have EDR solution which should intergate with MDR platform.
38	11	3.0	The addition/deletion of 10% of the above given total number should include in existing cost. The addition of devices after 10% of above quantity will be added basis on per device cost. Vendor needs to provide per device cost of all types of device given in above list.	<p>Our standard MDRS platform based offering provides licensing based on Events Per Second (EPS) and/or Flows Per Minute (FPM) in place of per device cost.</p> <p>Request you to consider EPS and/or FPM based licensing in place of costing based on device count.</p>	Change/Modification	As clarified in discussion that unit prices of each componenut should provide by bidder for additional devices beyond given numbers in invenoty.
39	11 20	3.0 3.0	<p>Proactive threat hunting on daily basis, which otherwise gets undetected via signature based systems.</p> <p>Service provider should submit a daily threat hunting based on the threat hunting models deployed at the organization</p>	<p>Our standard MDRS platform based offering provides threat hunting on an as required or as deemed suitable basis subject to the availability of logs within SIEM & other aspects.</p> <p>Request you to relax the requirement of carrying out threat hunting on a daily basis.</p>	Deletion	No change

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40	11	3.0 3.0	Automate security processes to reduce resource drain and threat response times Reduction of remediation time a. Automated real time prioritization of alerts a. Automated data collection for investigation followed by quick analysis on a single window. b. Assisted remediation steps (integration with security devices to push policy/configuration remotely) for faster mitigation of threats	Please let us know the expectation from Automate security processes to reduce resource drain and threat response times requirement, Is the expectation here to orchestrate and automate the task about event alerting,taking remediation actions etc. Please let us know expectation from Reduction of remediation time. Is the expectation here that there should be automated action or triaging time faster	Change/Modification	No change
41	11	3.0	Provide central dashboard to capture risk posture and maturity levels of organization at any given point of time.	Our standard MDR platform based offering includes a customer management portal with visibility of dashboards based on log source data as well as SIEM ticket/alerts data in place of the given requirement. Hence request you to relax the given requirement.	Deletion	No change
42	11	3.0	Provision to capture netflow to detect threats at the network level	Please confirm whether network behaviour analysis (network level threat detection) functionality is desired as it will require consuming flow traffic from supported routers & switches with involvement of applicable licensing and commercials. If yes, please share across the no. of workstations & servers seperately within the network for both DC & DR (seperate breakup) or for DC only as per requirement.	Change/Modification	The required DC and DR device inventory details given in RFP.

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43	12	3.0	The solution should consist of security monitoring, incident response, security analytics, proactive threat hunting, threat Intelligence consisting of Indicators of Compromise (IOC) and other threat intel (vulnerabilities, strategic, tactical etc.), SIEM engineering, Endpoint Detection & Response, User Behavioral Anomaly detection, vulnerability scanning and network threat detection.	<p>Please suggest if BOB Financial has an existing EDR solution and whether that needs to be integrated into SIEM. If Yes, please provide the details of the same like Make & Model/Solution Name and breakup of servers & workstations (laptops + desktops) catered to by it across both DC & DR setups.</p> <p>If not, please advise if the MSSP is expected to quote EDR solution and if so please share across the breakup of servers & workstations (laptops + desktops) to be factored in across DC & DR setups separately.</p> <p>Also please let us know if our platform based Palo Alto Cortex EDR service offering with standard deliverables & SLA's are acceptable to BOB Financial</p> <p>Please let us know expectation from other threat intel (vulnerabilities, strategic, tactical etc.) requirement. Is the expectation here to integrate Vulnerability Management tool, Threat Intel Feeds or MSSP Threat</p>	Change/Modification	BFSL has EDR (CrowdStrike) which should integrate with proposed MDR platform. The device and user numbers details mentioned inventory details in RFP.
44	12	3.0	Effective and Efficient Governance Model with fortnightly, monthly, quarterly and annual reviews	<p>Our standard MDR platform based offering includes monthly Governance reviews. Request you to relax the requirement of fortnightly governance reviews.</p>	Change/Modification	ok
45	12	3.0	Solution should support the below list of cloud assets out of the box. For other cloud assets, solution should support custom integration options: Databases (Aurora, MySQL, Postgres, MS SQL), Web Apps, Elastic Beanstalk, NSG Flow Logs, VPC Flow Logs, Active Directory, IAM, Application Gateways, WAF, Network Security Groups, Security Groups, Console logs	<p>Since out of the box support for each & every listed log source type could be Hyperscaler (AWS, Azure, GCP etc.) specific as well as dependent on OS/application version nos and other factors, request you to relax this requirement.</p> <p>We can always build custom connectors/plugins to make API calls from the respective cloud solutions for SIEM integration as well as build custom parsers to address the given requirement</p>	Deletion	No change, in future BFSL will have some applictaion/services hosting in cloud platform.

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46	13	3.0	Vendor operations team should send alerts with details of mitigation steps to designated personnel as including any identified service provider of Bob Financial.	As part of our standard MDR platform based offering, the alert details are sent across to the designated SPOC at customer end who in turn can relay the same to the other teams/vendors. Request you to consider the same accordingly in place of the given point.	Change/Modification	No change
47	14	3.0	Service provider to assist the organization to ensure the log retention is as per local regulation requirement.	Please let us know the exact desired online & offline logs duration for both DC & DR SIEM setups.	Change/Modification	Online logs - 3 months, Offline logs -12 months,
48	18	3.0	Vendor should provide unlimited remote support for incident response for activities such as malware reverse engineering, log forensics, remediation support, end point forensics etc.	Request you to relax this clause since same is not covered as part of our standard MDRS offering.	Deletion	No change
49	18	3.0	Use algorithms and tools to actively hunt of attacks in large. Volume of data and create alerts that are passed on to analysts. Supports use of Big data platform for collection and analysis	Request you to remove use of Big Data Platform for collection & analysis, since same is not covered as part of our standard MDRS offering.	Change/Modification	No change
50	18	3.0	Vendor should provide security analytics as a service to able to detect unknown attacks	Request you to relax this clause since same is not covered as part of our standard MDRS offering.	Deletion	No change
51	19	3.0	Solution should have pre-built AI models to detect targeted attacks (unknown attacks from unknown threat actors).	Request you to consider ML models in place of AI for the given point	Change/Modification	No change
52	19	3.0	Network threat hunting should use AI on network sources and enable hunting for attacks including but not limited to Lateral Movement, Malware Beaconing, Data Exfiltration, Watering Hole, Targeted network attacks, Dynamic DNS attacks	Request you to consider ML in place of AI for the given point	Change/Modification	No change
53	20	3.0	Solution should support applying AI models on WAF events to detect targeted web application attacks	Request you to consider ML in place of AI for the given point	Change/Modification	No change
54	20 & 21	3.0	Solution should track status of assets against IoCs, CVEs and support the workflow for remediation. As an example, CVEs related to shadow broker release should be used to identify affected assets. Workflow should enable tracking the CVEs to closure through patching/other activities. Service provider should track closure and corresponding risk reduction	Since these requirements would require availing separate technology/solutions, request you to relax this compliance point. Also patching and/or closure of risk is considered to be a function of device management and usually not covered as part of MDRS offering.	Deletion	No change

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55	21	3.0	Monthly Vulnerability scanning should be conducted for assets under scope of security monitoring	Please suggest if endpoints count of 800 also needs to be considered for scanning or can be disregarded. It is being assumed that the devices in scope for MDR services are to be considered for vulnerability scanning. Please advise if otherwise	Change/Modification	Devices in scope to be consider.
56	21	3.0	Integration of vulnerability information with the Threat management system to get 360-degree view of the asset.	Request you to relax this requirement since it is subject to technical feasibility and other aspects	Deletion	No change
57	21	3.0	Service provider team should have the following skills: <ul style="list-style-type: none"> • Security analysts • Incident investigator • Threat hunter • Data scientists • Threat intelligence analytics • Incident responders • Specialized security team for IOC collection, deeper analysis, forensic investigation 	Request you to remove the requirement of "Data Scientists" from this point.	Change/Modification	No change
58	21	3.0	The platform should have an executive dashboard to review the overall security posture of the organization and an operational dashboard for reviewing daily operational metrics.	Our standard MDR platform based offering includes a customer management portal with visibility of dashboards based on log source data as well as SIEM ticket/alerts data in place of the given requirement. Hence request you to relax the requirement of executive dashboard as details can be covered within the Governance review presentation	Change/Modification	No change
59	22	3.1	The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the Selection of vendor for Managed Security Detection and Response (MDR) going live. Any new government/ regulatory requirements that impact the provided Selection of vendor for Managed Security Detection and Response (MDR) to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.	Since adherence to the new requirements based on Government/regulatory guidelines or company requirements could require provisioning/procurement/deployment of additional tool/technology/solution/infrastructure etc. additional commercials would be involved. Hence request you to relax this aspect as part of the contract conditions.	Deletion	No change

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60	22	3.2	The Bidder will be required to fix any vulnerability in the Selection of vendor for Managed Security Detection and Response (MDR) at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Company or can be a finding of any internal or external audit conducted by the Company or its auditors on a periodic basis.	Since fixing of the vulnerability would have dependency on the OEM/application vendor, technical feasibility and several other aspects, request you to relax this clause as part of the project scope.	Deletion	No change
61	23	3.6	The selected bidder will conduct a detailed systems requirements study and provide a solution specific FRSM for solutions relating to the functionalities as required supporting the various processes within the Company as responded by the Bidder in Table 01- Techno Functional Specification.	Request you to relax this requirement since same is not covered as part our standard MDRS platform based offering.	Deletion	No change
62	24	3.7	The selected bidder is also expected to carry out and document a detailed current assessment for all business activities, and services performed by the Company to gain understanding of the Company's existing business and operations.	Request you to relax this requirement since same is not covered as part our standard MDRS platform based offering.	Deletion	No change
63	25	4.0		Request you to consider the below given SLA's in place of the suggested ones with no SLA target metric. Also it is suggested to relax the SLA criteria for "Executive Summary Reports" Please suggest if we can propose MDRS (SIEM + SOAR + TIP + TH) from our Remote Shared SOC Platform based IBM Qradar + Cyware powered MDRS Service with our own standard service offering deliverables & SLAs.	Change/Modification	No change
64	1	5.0	On-Demand Forensic/ Breach Investigation Services (Per Man-Day Rate) line item within Appendix - 02, Commercial Bid Format - SOC Services	Please suggest whether the commercials for this service are mandatory for commercial bid submission or can be ignored. If the same is mandatory, please assist with the no. of Man hours/Man days which need to be factored in the solution design for the same.	N.A.	It is mandatory, share rate for per man-day.

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65	-	-	Generic Query	Please suggest if the infra for the SIEM component, connector servers needs to be provisioned by the MSSP within existing customer setup hosted in it's DC (Mumbai) & DR (Bangalore) locations or whether customer will be provisioning the same within it's own on-prem site/DC for both DC & DR setups.	N.A.	Only log connector server will provide by BFSL at DC and DR location, remaining all necessary required components are in bidders scope.
66	-	-	Generic Query	Please confirm if Vulnerability Management related service can be sub-contracted to bidder's 3rd party partner/vendor.	N.A.	No
67	-	-	Generic Query	Are there any branch offices/remote locations with their respective devices in scope for SIEM integration or there is only one DC & one DR site/ location under consideration. In case of multiple sites, please share across it's count, location, mode of connectivity to central site (MPLS/P2P/IPSEC VPN) with split and details of devices (i.e. Make & Model/Editions/Flavours/Solution Name, Deployment type, HA mode, count etc.)	N.A.	Only DC and DR location equipment/devices.
68	-	-	Generic Query	Please suggest in regards to any Future Projection on number / % YOY growth and kind of Devices or Applications in-pipeline to be integrated?	N.A.	approx 10 % growth per year in device numbers may be consider.
69	-	-	Generic Query	Please provide the list of custom applications to be integrated (across both DC & DR setups with breakup), if applicable. In case of database logs ingestion in SIEM, please provide the database make & model with Edition details, deployment mode (On-prem/SaaS) and it's count with it's split across DC & DR setups.	N.A.	In the given inventory all 20 physical servers are DB and out of 166 VM's approx 30 are the DB.

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70	40	8	The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item	We submit that, since a bill once generated on the system cannot be rolled back. In case of a SLA breach a credit note corresponding to the SLA credits applicable to that particular breach will be provided. This would be duly adjusted from the next billing cycle.	The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company be provided with appropriate SLA credit notes, which would be adjusted from the further billing cycles. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item	Changes not acceptable.
71	40	9.2	<p>The selected vendor shall indemnify the company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:</p> <ul style="list-style-type: none"> Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors breach of any of the term of this RFP or breach of any representation or false representation or inaccurate 	<p>Indemnity should be for direct claims only. Indirect indemnity is far fetched.</p> <p>Although Company may use the the services in an authorized/ Bonafide way, claims may arise which are not due to any fault of the Bidder. Hence an generic indemnity for claims arising out of bonafide use of Services is not acceptable.</p> <p>We cannot provide indemnity on loss of data. It is very hard to prove or even assess what data has been lost, due to whose fault it has been lost. Further NTT does not have direct access to Customer data either.</p> <p>We cannot provide Indemnity for Deficiency in Service. SLAs are already defined in the RFP and so are the SLA credits corresponding to the same.</p> <p>We cannot provide Indemnity for Claims arising out of any transaction contemplated under this RFP/subsequent agreement. This is very open ended. It is not necessary that such claims may be because of any fault on the part of the Bidder.</p>	<p>The selected vendor shall indemnify the company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:</p> <ul style="list-style-type: none"> Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or any act of commission or omission, fraud, gross negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or 	Changes not acceptable.

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72	NA	NA	NA	No Limitation of Liability clause found. Limitation of Liability is one of the fundamental legal principles of a commercial agreement. Propose to add the following clause.	Notwithstanding anything else contained herein in the RFP or any other document to the maximum extent allowed by local laws, the maximum aggregate liability of the bidder/ vendor under this agreement irrespective of whether it arises under contract, tort, negligence, strict liability, indemnity, or other legal theory shall be limited to proven direct damages and shall not exceed charges paid by the company for such goods and/ or impacted services during the contract period. The foregoing shall not limit a party's liability for bodily injury or death arising from party's negligence	Changes not acceptable.
73	9.3	42	Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	We propose to make this clause mutual	Under no circumstances shall either party be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if either party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	Changes not acceptable.
74	9.4	42	The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services	Prices cannot be re-negotiated once agreed.	Propose Deletion of the clause.	Not acceptable
75	9.5 IV	43	Termination Rights (Company):- Any other reason	This is very open ended and has no Notice period or cause mentioned. Does this mean that contract can be terminated for any other reason at 1 days notice period? Propose deletion of this sub clause.	Propose Deletion of the clause.	in the RFP but the notice period is already fixed and cannot be altered.

Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Responses
76	9.6	45	<p>Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from</p>	<p>We cannot notify the Customer about all laws applicable to NTT as of now or in Future. There is no such comprehensive list nor do all laws remain the same. Legal atmosphere is very dynamic and we cannot possible do a notification for every change.</p>	<p>Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, all laws applicable to it in relation to the provision of the services and shall indemnify, keep indemnified, the Company and its employees/officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	Changes not acceptable.
77	9.9	46	<p>All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.</p>	<p>Please confirm that the Bidder shall furnish the required details strictly in relation to the services under the concerned engagement with the Bank, and that the Bidder shall not disclose any commercial confidential information such as profit margins, cost breakups, Internal Management/ Board Meeting papers, etc.</p>		Changes not acceptable.

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78	9.13	47	<p>Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company.</p> <p>These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.</p>	<p>Terms such as best practices are very subjective. They are also subject to change with time. What might be best for one might not be best for other. Also implementing of best practices may have a cost factor associated with it. Request more clarity.</p>		Changes not acceptable.
79	9.14	47	<p>Bidder shall guarantee that: 1. The Services/software/solution and allied components used to service the Company are licensed and legal. 2. All hardware and software must be supplied with their original and complete printed documentation.</p> <p>The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary</p>	<p>With regards to the components where Bidder is the OSP, we can warrant that the services will be in accordance with the SLAs. With regards to the components where Bidder is not the OEM/ OSD Only such warranties/ guarantees as may be received from OEM OSD can be passed on.</p>		Changes not acceptable.
80	9.15	47	<p>Force Majeure:- Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.</p>	<p>If only the Company can decide whether an event was a Force Majeure event or not, this makes the Force Majeure clause practically unenforceable.</p>	Propose Deletion of the clause.	Changes not acceptable.

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81	9.25	50	Without prejudice to other rights and remedies available to the company it shall be entitled to earmark , set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement	Company can set-off/adjust invoices only against applicable LD/penalty clause		Changes not acceptable.
82	9.30. IX	53	The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Company or any of its personnel as certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.	It is not necessary that if the damage is not caused due to Gross Negligence/ Willful Misconduct etc. of the Client, then it will necessarily be caused by the fault of the Bidder.	Propose Deletion of the clause.	Changes not acceptable.
83	9.30. XII	53	The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.	There should be a definite period until which the confidentiality obligations survive after termination of the Contract. We propose 5 years.	The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company for a period of 5 years after termination/ expiry of the Contract.	Changes not acceptable.

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84	9.32 I	53	<p>The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.</p>	<p>There is no IPR transfer under this RFP. All Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.</p>		Cannot change
85	7- Integrity Pact	7	<p>The BIDDER undertakes that it has not offered/is not offering similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the COMPANY, if the contract has already been concluded.</p>	<p>We are ok to execute the Integrity Pact but we request deletion of the fall clause from the Integrity Pact.</p>	<p>Prices offered by the Bidder are based on various factors, including volume, quantity, location of delivery, prices provided by the OEMs and other contractual risks. Also, the CVC guidelines of 2017 and sample Integrity Pact of CVC makes it clear that Fall Clause is not a requirement under the Integrity Pact.</p>	<p>If you have already signed Integrity Pact with BFSL we will not ask to resign but we will not be able to delete any clauses.</p>
86	11		<p>The addition/deletion of 10% of the above given total number should include in existing cost. The addition of devices after 10% of above quantity will be added basis on per device cost. Vendor needs to provide per device cost of all types of device given in above list.</p>	<p>MDR solution are sized based on EPS/MPS. We can consider 10% additional MPS calculated on the inventory provided.</p>		<p>BFSL BOQ to quote for 200 devices remain unchanged, however vendor should note that the device should be capable of supporting the EPS requirement of production environment.</p>
87			<p>Appendix 02 - Commercial Bid</p>	<p>BoB Fin should change the BOQ to quote as per MPS/EPS, as MDR solution are sized based on these parameter. Bidder should size the solution based on infra shared in the RFP.</p>		<p>As per above</p>

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88	10		Scope of Work	For the collection of the logs basic infra is required on customer permise. For this RFP will customer will provided the infra for the log collection or will the bidder need to provide the same.		BFSL will provide LEC setup in BFSL network which should push the logs to Service Provider Cloud and the logs should be maintained at Service Provide end as per the retention requirements